

File No. 171313

Committee Item No. 2

Board Item No. 14

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: February 7, 2018

Board of Supervisors Meeting:

Date: February 27, 2018

Cmte Board

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Legislative Digest Version 1 |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
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OTHER

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DRAFT Development Agreement - Dated January 18, 2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Infrastructure Plan - Dated December 12, 2017</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DDA Exhibit E1 - Workforce Plan</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DDA Exhibit E2 LBE Utilization Plan</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Port Presentation - February 7, 2018</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>OEA Economic Impact Report - February 7, 2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Planning Commission Motion No. 20018 - October 5, 2017</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Planning Commission Motion No. 20019 - October 5, 2017</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Planning Commission Motion No. 20020 - October 5, 2017</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Port Commission Resolution No. 18-03 - January 30, 2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Port Commission Resolution No. 18-06 - January 30, 2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Hearing Notice - Published, Posted, Mailed January 26, 2018</u> |

Prepared by: John Carroll

Date: February 2, 2018

Prepared by: John Carroll

Date: February 23, 2018

1 [Development Agreement - Seawall Lot 337 Associates, LLC - Seawall Lot 337 - Mission
2 Rock Project]

3 **Ordinance approving a Development Agreement between the City and County of San**
4 **Francisco and Seawall Lot 337 Associates, LLC, for 28 acres of real property known as**
5 **Seawall Lot 337, located east of Third Street between China Basin Channel and Mission**
6 **Rock Street, China Basin Park and the portion of Terry A. Francois Boulevard abutting**
7 **the park, Pier 48, the marginal wharf between Pier 48 and Pier 50, and Parcel P20; for**
8 **the proposed Mission Rock Mixed-Use Project; waiving certain provisions of the**
9 **Administrative Code, Planning Code, and Subdivision Code; and adopting findings**
10 **under the California Environmental Quality Act, public trust findings, and findings of**
11 **consistency with the General Plan, and the eight priority policies of Planning Code,**
12 **Section 101.1(b).**

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

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

19 Section 1. Background and Findings.

20 (a) California Government Code Sections 65864 et seq. ("Development Agreement
21 Law") authorize any city, county, or city and county to enter into an agreement for the
22 development of real property within its jurisdiction.

23 (b) Chapter 56 of the Administrative Code sets forth certain procedures for
24 processing and approving development agreements in the City and County of San Francisco
25 (the "City").

1 (c) In May 2010, the Port Commission (the "Port") selected SWL 337 Associates,
2 LLC, a Delaware limited liability company ("Developer"), through a competitive process to
3 negotiate exclusively for the mixed-use development (the "Project") of Seawall Lot 337,
4 bounded by Third Street on the west, Parcel P20 and Mission Rock Street on the south,
5 Pier 48 to the east, and China Basin Park on the north, and Pier 48. The Port Commission
6 later added China Basin Park, the marginal wharf between Pier 48 and Pier 50, and
7 Parcel P20 to the development site (collectively, the "Site"), subject to approvals necessary to
8 remove Parcel P20 from the Mission Bay South Redevelopment Project Area. Developer, an
9 affiliate of the San Francisco Giants, will act as the master developer for the Project.

10 (d) In conjunction with this ordinance, this Board has taken or intends to take a
11 number of other actions in furtherance of the Project, including approval of: (1) a disposition
12 and development agreement ("DDA") between Developer and the Port; (2) amendments to
13 the Planning Code that create the Mission Rock Special Use District (the "SUD amendments")
14 and incorporate the more detailed Mission Rock Design Controls; (3) amendments to the
15 Zoning Maps; (4) a memorandum of understanding for interagency cooperation between the
16 Port and other City agencies (the "ICA") with respect to the subdivision of the Site and
17 construction of public infrastructure and other public facilities; (5) formation proceedings for
18 financing districts covering the Site and a memorandum of understanding between the Port
19 and the Treasurer and Tax Collector and the Controller regarding the assessment, collection,
20 and allocation of ad valorem and special taxes to the financing districts; and (6) a number of
21 related documents and entitlements to govern the Project.

22 (e) At full build-out, the Project will include: (1) 1.1 million to 1.6 million gross square
23 feet ("gsf") of new residential uses (an estimated 1,000 to 1,950 new residential units), at least
24 40% of which will be on-site housing affordable to a range of low- to moderate-income
25 households as described in the Housing Plan in the DDA; (2) 972,000 to 1.4 million gsf of new

1 commercial and office space; (3) 241,000 to 244,800 gsf of active retail and production uses
2 on 11 proposed development blocks on SWL 337 in buildings that would range in height from
3 90 to 240 feet, consistent with Section 5 of the Mission Rock Affordable Housing, Parks, Jobs
4 and Historic Preservation Initiative (Proposition D, November 2015); (4) rehabilitation and
5 reuse of Pier 48, a significant contributing resource to the Port of San Francisco Embarcadero
6 Historic District; (5) approximately 1.1 million gsf of above- and below-grade parking in one or
7 two garages; (6) transportation demand management on-site and payment of impact fees that
8 the Municipal Transportation Agency will use to improve transportation service in the area;
9 (7) approximately 5.4 acres of net new open space for a total of approximately 8 acres of new
10 and expanded open space, including an expansion of China Basin Park, a new central
11 Mission Rock Square, and waterfront access along the shoreline; (8) public access areas,
12 assembly areas, and an internal grid of public streets, shared streets, and utilities
13 infrastructure; and (9) on-site strategies to protect against sea level rise.

14 (f) While the DDA binds the Port and Developer, other City agencies retain a role in
15 reviewing and issuing certain later approvals for the Project. Later approvals include approval
16 of subdivision maps and plans for public infrastructure and public facilities, design review and
17 approval of new buildings under the SUD amendments, and acceptance of Developer's
18 dedications of public infrastructure and public facilities for maintenance and liability under the
19 Subdivision Code. Accordingly, the City and Developer negotiated a development agreement
20 for the Project (the "Development Agreement"), a copy of which is in Board File No. 171313
21 and incorporated in this ordinance by reference. The DDA, the Development Agreement, the
22 ICA, the Tax MOU, and all vertical disposition and development agreements and leases that
23 the Port enters into in accordance with the DDA are referred to collectively as the "Transaction
24 Documents."
25

1 (g) Development of the Site in accordance with the DDA and the Development
2 Agreement will help realize and further the City's goals to restore and revitalize Seawall
3 Lot 337 and Pier 48, increase public access to the waterfront, increase public open space and
4 community facilities within the neighborhood, add to the City's affordable and market-rate
5 housing stock, and create a significant number of construction and permanent jobs in and
6 near the Site. In addition, the Project will provide additional benefits to the public that could
7 not be obtained through application of existing City ordinances, regulations, and policies.

8 Section 2. Environmental Findings.

9 (a) The Planning Commission has determined that the actions contemplated in this
10 ordinance comply with the California Environmental Quality Act (Cal. Pub. Res. Code
11 §§ 21000 et seq.) ("CEQA"). A copy of this determination is in Board File No. 171313 and
12 incorporated in this ordinance by reference.

13 (b) The Board of Supervisors has adopted Resolution No. _____, a copy
14 of which is in Board File No. 171286, making CEQA findings for the Project. The Board of
15 Supervisors adopts and incorporates in this ordinance by reference the Planning
16 Commission's findings under CEQA.

17 Section 3. Consistency Findings.

18 The Planning Commission recommended that the Board of Supervisors approve the
19 Development Agreement and amendments to the Planning Code and the Zoning Maps at a
20 public hearing on October 5, 2017, by Motion No. 20019 and Resolution No. 20020, copies of
21 which are in Board File No. 171313. This Board adopts and incorporates by reference in this
22 ordinance the Planning Commission's findings of consistency with the General Plan and the
23 eight priority policies of Planning Code Section 101.1(b).

24 Section 4. Public Trust Findings.

1 At a public hearing on January 30, 2018, the Port Commission consented to the
2 Development Agreement and approved the DDA, subject to the Board of Supervisors'
3 approval, finding that the Project would be consistent with and further the purposes of the
4 common law public trust and statutory trust under the Burton Act (Stats. 1968, ch. 1333), as
5 amended by Senate Bill 815 (Stats. 2007, ch. 660) and Assembly Bill 2797 (Stats. 2016,
6 ch. 529), by Resolution Nos. 18-03 and 18-06, copies of which are in Board File No. 171313.
7 The Board of Supervisors adopts and incorporates in this ordinance by reference the Port
8 Commission's public trust findings.

9 Section 5. Approval of Development Agreement.

10 The Board of Supervisors:

- 11 (a) approves all of the terms and conditions of the Development Agreement in
12 substantially the form in Board File No. 171313;
- 13 (b) finds that the Development Agreement substantially complies with the
14 requirements of Administrative Code Chapter 56 (Development Agreements);
- 15 (c) finds that the Project is a large multi-phase and/or mixed-use development as
16 defined in Administrative Code Section 56.3(g); and
- 17 (d) approves the Workforce Development Plan attached to the DDA in lieu of
18 requirements under Administrative Code Chapter 14B (Local Business Enterprise Utilization
19 and Non-Discrimination in Contracting Ordinance), Article VII of Chapter 23 (Prevailing Wage,
20 Apprenticeship, and Local Hire Requirements in City Real Property Sales Contracts and
21 Leases), Section 56.7(c) (Nondiscrimination/Affirmative Action Requirements), and
22 Chapter 83 (First Source Hiring Program) to the extent that they apply to construction work
23 that is subject to the Local Hiring Requirements of the Workforce Development Plan.
24
25

1 Section 6. Administrative Code Chapter 56 Waivers.

2 The Board of Supervisors waives the application to the Project of the following
3 provisions of Administrative Code Chapter 56 to the extent inconsistent with the Development
4 Agreement, the DDA, or the ICA, specifically:

5 (a) Section 56.4 (Application, Forms, Initial Notice, Hearing); Section 56.7(c)
6 (Nondiscrimination/Affirmative Action Requirements); Section 56.8 (Notice); Section 56.10
7 (Negotiation Report and Documents); Section 56.15 (Amendment and Termination);
8 Section 56.17(a) (Annual Review); Section 56.18 (Modification or Termination); and
9 Section 56.20 (Fee); and

10 (b) any other procedural or other requirements if and to the extent that they are not
11 strictly followed.

12 Section 7. Other Administrative Code Waivers.

13 The Board of Supervisors waives the application to the Project of the following
14 additional provisions of the Administrative Code:

15 (a) Chapter 6 (Public Works Contracting Policies and Procedures) other than the
16 payment of prevailing wages when required;

17 (b) remedies and penalties for noncompliance with Chapter 12Q (Health Care
18 Accountability), Chapter 12T (City Contractor/Subcontractor Consideration of Criminal History
19 in Hiring and Employment Decisions), or Section 4.9-1 (Nutritional Standards for Vending
20 Machines; Nutritional Guidelines for Food Served at City Meetings and Events;
21 Recommended Nutritional Guidelines for Restaurants on City Property) that could result in the
22 termination of any Transaction Document, loss or impairment of Developer's rights under the
23 Transaction Documents or a vertical developer's rights under a property contract for any part
24 of the Site, or debarment of Developer or any vertical developer from future contract
25 opportunities with the City;

1 (c) Chapter 14B (Local Business Enterprise Utilization and Non-Discrimination in
2 Contracting Ordinance);

3 (d) Competitive Bidding Procedures and Appraisal Review as defined in
4 Section 23.2 (Chapter Definitions) and required by Section 23.3 (Conveyance and Acquisition
5 of Real Property) or Section 23.33 (Competitive Bidding Procedures);

6 (e) Section 23.31 (Year-to-Year or Shorter Leases), which limits the Director of
7 Property's authority to enter into leases on behalf of the City as landlord for periods longer
8 than one year;

9 (f) Chapter 23A.7 (Surplus Public Lands Ordinance);

10 (g) Paragraph (2) of Section 61.5(c) (Listing of Unacceptable Non-Maritime Land
11 Uses); and

12 (h) solely to the extent inconsistent with Developer's approved Workforce
13 Development Program, Chapter 82 (Local Hiring Policy for Construction) and Chapter 83
14 (First Source Hiring Program).

15 Section 8. Subdivision Code Waivers.

16 (a) The Board of Supervisors waives the application to the Project of time limits
17 under Subdivision Code Section 1346(e) (Improvement Plans) and Section 1355 (Time Limit
18 for Submittal) to the extent that they conflict with the ICA or the Development Agreement.

19 (b) The Board of Supervisors also waives the application to the Project of
20 Subdivision Code Section 1348 (Failure To Complete Improvements Within Agreed Time),
21 and the following terms shall apply in lieu thereof: The Public Improvement Agreement, as
22 defined in the ICA, shall include provisions consistent with the Transaction Documents and
23 the applicable requirements of the Municipal Code and the Subdivision Regulations regarding
24 extensions of time and remedies that apply when improvements are not completed within the
25 agreed time.

1 Section 9. Authorization.

2 (a) The Board of Supervisors affirms that the waivers in this ordinance do not waive
3 requirements under the Development Agreement Law and authorizes the City to execute,
4 deliver, and perform the Development Agreement as follows:

5 (1) the Director of Planning, the City Administrator, and the Director of Public
6 Works are authorized to execute and deliver the Development Agreement with signed
7 consents of the Port Commission, the Municipal Transportation Agency, and the San
8 Francisco Public Utilities Commission; and

9 (2) the Director of Planning and other appropriate City officials are authorized
10 to take all actions reasonably necessary or prudent to perform the City's obligations under the
11 Development Agreement in accordance with its terms.

12 (b) The Director of Planning is authorized to exercise discretion, in consultation with
13 the City Attorney, to enter into any additions, amendments, or other modifications to the
14 Development Agreement that the Director of Planning determines are in the best interests of
15 the City and that do not materially increase the obligations or liabilities of the City or materially
16 decrease the benefits to the City as provided in the Development Agreement. Final versions
17 of any additions, amendments, or other modifications to the Development Agreement shall be
18 provided to the Clerk of the Board of Supervisors for inclusion in Board File No. 171313
19 within 30 days after execution by all parties.

20 Section 10. Ratification of Past Actions; Authorization of Future Actions.

21 All actions taken by City officials in preparing and submitting the Development
22 Agreement to the Board of Supervisors for review and consideration are hereby ratified and
23 confirmed, and the Board of Supervisors hereby authorizes all subsequent action to be taken
24 by City officials consistent with this ordinance.

LEGISLATIVE DIGEST

[Development Agreement - Seawall Lot 337 Associates, LLC - Seawall Lot 337 - Mission Rock Project]

Ordinance approving a Development Agreement between the City and County of San Francisco and Seawall Lot 337 Associates, LLC, for 28 acres of real property known as Seawall Lot 337, located east of Third Street between China Basin Channel and Mission Rock Street, China Basin Park and the portion of Terry A. Francois Boulevard abutting the park, Pier 48, the marginal wharf between Pier 48 and Pier 50, and Parcel P20; for the proposed Mission Rock Mixed-Use Project; waiving certain provisions of the Administrative Code, Planning Code, and Subdivision Code; and adopting findings under the California Environmental Quality Act, public trust findings, and findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b).

Existing Law

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

Amendments to Current Law

The ordinance would amend annual review procedures under Chapter 56.

Background Information

The Port of San Francisco owns and leases to an affiliate of the San Francisco Giants for interim uses about 16 acres known as Seawall Lot 337, bounded by Third Street on the west, Mission Rock Street on the south, and Terry A. Francois Boulevard on the north and east, and portions of Pier 48. The proposed project involves construction of infrastructure, public open space and other public facilities, new building construction, and planning for rehabilitation of the historic Pier 48 (the “Project”) resulting in a mix of market-rate and affordable residential uses, commercial uses, retail/arts/light-industrial uses, and shoreline improvements. The Planning Commission certified and approved a final environmental impact report on the Project in accordance with a Mission Rock Special Use District created by companion legislation.

City staff has negotiated a proposed development agreement with Seawall Lot 337 Associates, LLC, another affiliate of the San Francisco Giants. Under the development agreement, the developer will attain the vested right to develop the Project in consideration of

FILE NO. 171313

the application of impact fees and exactions for affordable housing and other community benefits. Approval of the ordinance would waive the application to the Project of specified provisions of the Administrative Code, Planning Code, and Subdivision Code.

By separate legislation, the Board is considering a number of other actions in furtherance of the Project, including the establishment of financing districts, amendments to the City's Planning Code and Zoning Map, and a disposition and development agreement.

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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.

Recorder's Stamp

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
SEAWALL LOT 337 ASSOCIATES, LLC
RELATING TO DEVELOPMENT OF CITY LAND
UNDER THE JURISDICTION OF
THE PORT COMMISSION OF SAN FRANCISCO
FOR THE MISSION ROCK PROJECT**

[Insert Reference Date]

City draft to be lodged with Port Commission 1/19/18.

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APPENDIX

DEPARTMENTAL CONSENTS

Consent To Development Agreement (Port Commission)
 Consent To Development Agreement (SFMTA)
 Consent To Development Agreement (SFPUC)

EXHIBITS

DA Exhibit A: Project Site (legal description and diagram)
 DA Exhibit B: Site Plan
 DA Exhibit C: Project Approvals
 DA Exhibit D: Chapter 56 as of the Reference Date

[Page intentionally omitted.]

DEVELOPMENT AGREEMENT

Mission Rock Project at
Seawall Lot 337 and Pier 48

This **DEVELOPMENT AGREEMENT** (“**Development Agreement**”) is between the City and County of San Francisco, a political subdivision and municipal corporation of the State of California (including its agencies and departments, the “**City**”), and Seawall Lot 337 Associates, a Delaware limited liability company (“**Developer**”) (each, a “**Party**”), and is dated as of the Reference Date in relation to the proposed Mission Rock Project (the “**Project**” or “**Mission Rock**”) at Seawall Lot 337 (“**SWL 337**”) and Pier 48 (collectively, the “**Project Site**”). This Development Agreement is entered into in conjunction with the Disposition and Development Agreement (the “**DDA**”) between the City, acting by and through the San Francisco Port Commission (the “**Port Commission**” or “**Port**”), and Developer, which establishes the Port’s and Developer’s respective rights and obligations for the Project.

RECITALS

A. The Port owns about 7 miles of tidelands and submerged lands along San Francisco Bay, including approximately 28 acres that include the Project Site, under Port jurisdiction in the central waterfront area of San Francisco. The Project Site is bounded generally by China Basin to the north, San Francisco Bay to the east, Mission Rock Street to the south, and Third Street to the west, and is more particularly described in **DA Exhibit A**.

B. Seawall lots are tidelands that were filled and cut off from the waterfront by the construction of the great seawall in the late 19th and early 20th centuries, and by the construction of the Embarcadero roadway which lies, in part, over a portion of the great seawall. Seawall Lot 337, the largest of the designated seawall lots, is located just south of China Basin and for years has been used as a surface parking lot.

C. Through legislation commonly known as SB 815, as amended by AB 2797, the California Legislature found that the revitalization of Seawall Lot 337 is of particular importance to the State of California. Under SB 815, the Port is authorized to ground lease portions of Seawall Lot 337 to permit development of Improvements that may be used for nontrust uses to enable higher economic development and revenues. Some of the revenues from these leases will be advanced to pay for public infrastructure serving the Project Site, then repaid with Project-generated lease revenues, special taxes, and property taxes. The Port will use revenues from leases permitting nontrust uses, as well as its return on funds advanced for infrastructure investment, to preserve its historic resources and for other public trust consistent uses permitted under SB 815.

D. Following a public solicitation process to implement goals and objectives developed through a multi-year community process, the Port Commission awarded Developer the opportunity to negotiate exclusively for the lease, construction, and operation of the Project Site in 2010. Negotiations resulted in a Term Sheet that the Port Commission and the Board of Supervisors endorsed in 2013.

E. The Project will be a new mixed-use neighborhood created on a site now used principally to provide parking for the Ballpark. The Project will complement and link Mission Bay to the urban fabric of the City. At build-out, the Project would include approximately

3,600,000 gsf of above-grade development and create approximately 8 acres of new and expanded parks and shoreline access.

F. SWL 337 will be divided into 12 Development Parcels shown on the Site Plan (**DA Exhibit B**). The Project will be developed in Phases, consisting of one to four Development Parcels each, under the DDA. Eleven of the parcels will provide a mix of commercial/office, retail, and market rate and affordable residential uses. The precise combination of uses will be determined by market demands as the Project progresses. A parking facility will be built on Development Parcel D2, and an additional underground parking facility may be built under Mission Rock Square. Parking on the Project Site will serve new development and other nearby uses, including San Francisco Giants baseball games and other events at the Ballpark. Most new buildings will have ground floor retail or neighborhood-serving uses.

G. Developer is the master developer for the Project Site and is responsible for subdividing and improving the Project Site with Horizontal Improvements needed or desired to serve vertical development. In accordance the DDA, the Port and Developer will enter into a Master Lease for the Project Site (except Pier 48). Under the DDA, Developer has an Option to develop Vertical Improvements on developable parcels known as Option Parcels. Each Development Parcel that the Port conveys to a Vertical Developer by a Parcel Lease will be released from the Master Lease. Horizontal and vertical development of the Project will conform to applicable provisions of the SUD, which refers to the Design Controls, the Waterfront Plan, and the DA Requirements.

H. The Port will lease Pier 48 to Developer under a separately negotiated interim lease for continued use for parking, events, and other compatible miscellaneous uses. The Port and Developer will work cooperatively to identify a long-term tenant to implement a historic rehabilitation and development plan for Pier 48 that will include a mix of uses to meet public trust requirements, including continued maritime operations on the south apron and public access.

I. On November 3, 2015, San Francisco voters approved the *Mission Rock Affordable Housing, Parks, Jobs and Historic Preservation Initiative* (Proposition D), which authorized increased height limits on SWL 337 and established a City policy to encourage development of the Project Site with the major features listed below. Proposition D amended the Zoning Map and added Section 291 to the Planning Code. Proposition D specifically provides that it is intended to encourage and implement the lease and development of the Project Site as described in SB 815 to support the purposes of the Burton Act, especially the preservation of historic piers and historic structures and construction of waterfront plazas and open space.

J. The Project is the culmination of many years of community-based planning and coordination with State Regulatory Agencies. The Project will create a vibrant mixed-use community, woven into the fabric of the surrounding Mission Bay and South Beach neighborhoods, without displacing any current residents or businesses. The Project will include between 1,000 and 1,950 new housing units, all of which are expected to be rental and 40% of which will be affordable to low- and middle-income households.

K. The Project will create approximately eight acres of major new and expanded parks, pedestrian plazas and rehabilitated public piers and wharves, and will also provide a

dynamic range of space for shops, restaurants, cafés, neighborhood-serving retail uses, such as a grocery store, and community spaces as well as commercial/office and light industrial space.

L. The Project will implement a Sustainability Strategy that provides leadership in long-term sustainability planning and design. Resilient design strategies will be implemented to respond to climate change and resulting sea level rise. The development of the under-utilized Project Site will generate significant revenues to the City and its Port, estimated at more than \$1 billion over the life of Mission Rock, including increased rent payable to the Port of San Francisco, increased property, parking and sales taxes, and development fees, as described below.

M. The Project will create an estimated 13,500 temporary construction jobs and 11,000 permanent jobs on and off-site. Planning, design, and construction work for the Project will provide substantial contracting opportunities for local contractors and professional service firms as well as many businesses, employers, and organizations.

N. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State adopted the DA Statute, which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property. Under the DA Statute, the City adopted Chapter 56, establishing procedures and requirements for entering into a development agreement under the DA Statute. The Parties are entering into this Development Agreement in accordance with the DA Statute and Chapter 56. This Development Agreement is consistent with the requirements of Chapter 56, which requires a development agreement to state its duration, permitted uses of the property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes.

O. The Project Approvals listed on **DA Exhibit C** entitle Developer's proposed Project, and authorize Developer to proceed with development in accordance with the Project Requirements under the DDA, which include this Development Agreement. The Parties intend for all acts referred to in this Development Agreement to comply with CEQA law, the DA Statute, Chapter 56, the DA Ordinance, the SUD Amendments, and all other Applicable Laws in effect on the Reference Date. This Development Agreement does not limit either the City's obligation to comply with CEQA Laws before taking any further discretionary action regarding the Project Site or Developer's obligation to comply with all Applicable Laws in the development of the Project.

AGREEMENT

1. DEFINITIONS

The attached **Appendix**, which includes *Part A, Standard Provisions and Rules of Interpretation* and pertinent definitions in *Part B*, is an integral part of this Development Agreement.

2. CERTAIN TERMS

2.1. Reference Date. Under Administrative Code section 56.14(f), this Development Agreement will be effective on the Reference Date. When the Reference Date is determined, the City will provide or substitute title page that specifies the date.

2.2. DA Term. The DA Term will begin on the Reference Date and continue through the DDA Term, subject to the following.

(a) Horizontal Development. An extension of the DDA Term under *DDA art. 4 (Excusable Delay)* or termination under *DDA art. 11 (Material Breaches and Termination)* as to any portion of a Phase, the Project, or the Project Site, will cause the DA Term to be extended or terminated as to the same portion of the Phase, the Project, or the Project Site automatically, without any action of the Parties. Likewise, the expiration of the DDA Term will cause the expiration of the DA Term.

(b) Vertical Development. An extension of the schedule of performance of the construction and completion of the Vertical Improvement under *VDDA § 12.1(b) (Required Commencement and Completion Dates for the Vertical Project)*, or termination of the Vertical DDA under *VDDA § 15.3 (Port Remedies for Vertical Developer Default)* as to any Vertical Improvement, will cause the DA Term to be extended or terminated as to the same Vertical Improvement or Vertical DDA automatically, without any action of the Parties. Likewise, the expiration of the term of a Vertical DDA will cause the expiration of the DA Term as to any Vertical Improvement or Vertical DDA.

2.3. Subdivision Maps. The term of a Tentative Map will extend to the end of the DA Term. But the term of a Tentative Map that is approved less than five years before the DA Term ends will be extended for the maximum period permitted under Subdivision Code section 1333.3(b).

2.4. Relationship to DDA.

(a) DDA Parameters. The City has approved this Development Agreement and granted other Project Approvals listed in **DA Exhibit C** to entitle the Project. This Development Agreement is a Transaction Document under the DDA, and this Development Agreement and the DDA are included in all references to the Transaction Documents. This Development Agreement incorporates by reference the DDA, including the Infrastructure Plan and all other exhibits. The DDA and its exhibits describe certain Associated Public Benefits that Developer is required to provide and obligations that Developer is required to perform under the DDA, which include all obligations described in **Article 4 (Developer Obligations)**. The DDA and its exhibits are subject to modification according to their terms without Board of Supervisors approval, except for changes that would be Material Changes.

(b) Development. As specified in **Article 6 (No Development Obligation)**, this Development Agreement does not obligate Developer to construct any Improvements at the Project Site, nor does it govern construction activities at the Project Site.

2.5. Recordation and Effect.

(a) Recordation. The Clerk of the Board of Supervisors will present this Development Agreement and any later amendments to the Assessor-Recorder for recordation in the Official Records within 10 days after receiving fully executed and

acknowledged original documents in compliance with section 65868.5 of the DA Statute and Administrative Code section 56.16.

(b) Binding Covenants. In accordance with section 65868.5 of the DA Statute, subject to **Section 11.2** (Effect of Transfer or Assignment), upon recordation of this Development Agreement:

(i) it will be binding on and inure to the benefit of the Parties and their respective successors; and

(ii) its provisions will be enforceable as equitable servitudes and will be covenants and benefits running with the land under applicable law, including California Civil Code section 1468.

(c) Constructive Notice. This Development Agreement, when recorded:

(i) gives constructive notice to every person; and

(ii) will be binding on, and burden and benefit, any Interested Person to the extent of its interest in the Project Site.

(d) Nondischargeable Obligations. Obligations under this Development Agreement are not dischargeable in Insolvency.

2.6. Relationship to Project.

(a) Planning as Regulator. Planning is the City Agency primarily responsible for monitoring and enforcing compliance with this Development Agreement. Under this Development Agreement, Planning will act in its regulatory capacity with respect to the Project.

(b) Port as Regulator. Under the DDA, the Port will act in its regulatory capacity to:

(i) issue construction

(ii) permits, certificates of occupancy, and certificates of completion for the Project;

(iii) coordinate City Agency review of Improvement Plans for Horizontal Improvements and Subdivision Maps for the Project Site in accordance with the DDA and the ICA;

(iv) coordinate City Agency review of Improvement Plans for Vertical Improvements, Deferred Infrastructure, and associated facilities and improvements in accordance with the SUD Amendments and the Design Controls; and

(v) monitor, in coordination with Other City Agencies, Developer's compliance with the Project Requirements, including Impact Fees and Exactions.

(c) Port as Fiduciary. The City has appointed the Port to act in a fiduciary capacity as the IFD Agent responsible for implementing the IFP, the Financing Plan, and the Acquisition Agreement and has agreed to undertake CFD Formation Proceedings to establish the CFD and appoint the Port to act in a fiduciary capacity as the CFD Agent responsible for implementing the RMA, the Financing Plan, and the Acquisition Agreement.

(d) City and Port. References in this Development Agreement to the “City” include the Port unless explicitly and unambiguously stated otherwise. References to both the City and the Port are intended to emphasize the Port’s jurisdiction under Applicable Port Laws.

(e) City Agencies. The Board of Supervisors intends for the City to perform under this Development Agreement through its City Agencies and has contemporaneously approved interagency Transaction Documents for the Project that describe the respective roles of the Port and Other City Agencies.

(i) The ICA between the Port and the City describes the process for City Agency review and approval of Improvement Plans, Subdivision Maps, and other documents primarily in relation to horizontal development of the Project.

(ii) In the Tax Allocation MOU, the City, through the Treasurer and Tax Collector and the Controller, agrees to assist the Port in implementing the public financing for the Project.

3. GENERAL RIGHTS AND OBLIGATIONS

3.1. Project.

(a) Vested Right to Develop. Developer will have the vested right to develop the Project in accordance with and subject to this Development Agreement and the DDA.

(b) Project Approvals. The Parties acknowledge that, subject to any required Later Approvals, Developer:

(i) has obtained all Project Approvals from the City required to begin construction of the Project; and

(ii) may proceed with the construction in accordance with the DDA after the Entitlement Date and, upon completion, use and occupy the Project Site as a matter of right.

3.2. **Timing of Development.** The DDA permits the development of the Project Site in Phases. The Phasing Plan and Schedule of Performance, respectively, each as modified in accordance with the DDA, will govern the construction phasing and timing of the Project. Compliance with Impact Fees and Exactions imposed by this Development Agreement will be coordinated with schedules under the DDA and the Vertical DDAs.

3.1. **Dedication of Horizontal Improvements.** Development of the Project Site requires Horizontal Improvements to support the development and operation of all Development Parcels.

(a) ICA Procedures. Under the ICA, Developer will take all steps necessary to construct and dedicate Horizontal Improvements that will be under the jurisdiction of Other Acquiring Parties to public use in accordance with the Subdivision Code, as modified by the DA Ordinance.

(b) DDA Procedures. Under the DDA, Developer will take all steps necessary to construct and dedicate Public Spaces and other public facilities that will be

under Port jurisdiction to public use in accordance with *DDA § 14.7 (Acceptance of Port Improvements)*.

3.2. Private Undertaking. Developer's proposed development of the Project Site is a private undertaking. Under the DDA, the Master Lease, the Pier 48 Lease, and Vertical DDAs, Developer or Vertical Developers will have possession and control of the Project Site, subject only to obligations and limitations imposed by those Transaction Documents and this Development Agreement.

4. DEVELOPER OBLIGATIONS

4.1. Associated Public Benefits.

(a) Benefits Exceed Legal Requirements. The Parties acknowledge that development of the Project in accordance with the DDA and this Development Agreement will provide Associated Public Benefits to the City beyond those achievable through existing laws.

(b) Consideration for Benefits.

(i) The City acknowledges that a number of the Associated Public Benefits would not be achievable without Developer's express agreements under the DDA and this Development Agreement.

(ii) Developer acknowledges that:

(1) the benefits it will receive provide adequate consideration for its obligation to deliver the Associated Public Benefits; and

(2) the Port would not be willing to enter into the DDA, and the City would not be willing to enter into this Development Agreement, without Developer's agreement to provide the Associated Public Benefits.

(c) Associated Public Benefits. Developer and Vertical Developers will deliver the following Associated Public Benefits under the DDA and other Transaction Documents in connection with the development of the Project.

(i) The Project will include a total of approximately eight acres of new or expanded parks, open spaces, streets, plazas, shoreline area improvements and associated publicly accessible facilities and improvements at build-out, as described generally in **DA Exhibit B** (Site Plan) and more specifically in the Infrastructure Plan and the Design Controls.

(i) At least 40% of the Residential Units developed at the Project Site will be Inclusionary Units affordable to low- and moderate-income households in compliance with the Housing Plan (*DDA Exh B5*).

(ii) Developer and Vertical Developers will implement the Transportation Exhibit (*DDA Exh B7*), including the following.

(1) Vertical Developers will pay the Transportation Fee described in **clause (i) of Subsection 5.4(b)(i)** (Impact Fees and Exactions). As indicated in the SFMTA Consent, SFMTA has agreed to apply the Total Fee Amount towards transit, bicycle, and pedestrian

improvements consistent with Planning Code section 411A.7, including Improvements that will improve transportation access and mobility in the neighborhoods surrounding the Project Site.

(2) Developer and Vertical Developers will also implement the TDM Plan in accordance with the MMRP and Transportation Plan, to reduce estimated one-way vehicle trips by at least 20% from the number of trips identified in the Project's Transportation Impact Study at Project build-out.

(iii) As described in the Sustainability Strategy (*DDA Exh B8*), Developer will:

(1) develop the Project Site with sustainable measures in accordance with the Design Controls, Infrastructure Plan, and TDM Plan, to enhance livability, health and wellness, mobility and connectivity, ecosystem stewardship, climate protection, and resource efficiency; and

(2) submit a report with each Phase Submittal for Phases after Phase I that describes the Project's performance towards achieving the goals and implementing the requirements and recommendations in the Sustainability Strategy.

(iv) Developer will comply with training and hiring goals for San Francisco residents and formerly homeless and economically disadvantaged individuals for temporary construction and permanent jobs under the Workforce Development Plan (*DDA Exh B6*), which includes a mandatory local hiring participation level of 30% per trade consistent with the policy in Administrative Code section 6.22(g)(3)(B).

(v) Vertical Developers will be required to provide opportunities for local business enterprises to participate in the economic opportunities created by the vertical development of the Project Site in compliance with the LBE Policy.

(vi) The Port will be asking the Board to establish a community facilities district over the Project Site to provide a funding source for long-term management and maintenance of Public Spaces and certain portions of the Public ROWs through Services Special Taxes levied on Taxable Parcels.

(vii) Under clause (ii) of Subsection 5.4(b)(i) (Impact Fees and Exactions), in lieu of Jobs/Housing Linkage Fees, each Vertical Developer of a Commercial Project will pay Jobs/Housing Equivalency Fees that will be used to subsidize development of Inclusionary Units in accordance with the Housing Plan.

(viii) The Project design reflects strategies to respond to anticipated sea level rise.

4.2. Delivery; Failure to Deliver.

(a) Conditions to Delivery. Developer's obligation to deliver Associated Public Benefits is expressly conditioned upon each of the following conditions precedent, unless Developer's actions or inaction causes the failure of condition.

(i) Developer is not obligated to deliver Associated Public Benefits to be provided in a Phase until Regulatory Agencies have issued all Later Approvals required to begin construction of Phase Improvements.

(ii) To the extent that an Associated Public Benefit is specific to or dependent on vertical development of a Development Parcel, the applicable Vertical Developer will not be obligated to deliver the Associated Public Benefit until Regulatory Agencies have issued all Later Approvals required to begin construction of Vertical Improvements on the parcel.

(iii) All obligations to provide Associated Public Benefits will be subject to Excusable Delay under the DDA or the applicable Vertical DDA.

(b) Port's Rights if Not Delivered. If Associated Public Benefits are not delivered when required, Developer or the applicable Vertical Developer will be in default of its obligations, and the Port will be entitled to exercise its remedies under the DDA or the applicable Vertical DDA.

4.3. Payment of Planning Costs. Under the DDA, Developer will reimburse the City for Port Costs and Other City Costs. Planning will comply with *FP § 9.2 (Port Accounting and Budget)* and *ICA § 3.6 (Cost Recovery)* as a condition to obtaining reimbursement of Planning's Other City Costs. More specifically, Planning will provide quarterly statements for payment to Developer through the Port, which will be responsible for disbursing reimbursement payments from Developer.

4.4. Indemnification of City.

(a) Failure to Comply with DA Requirements. To the extent provided under the DDA, Developer agrees to indemnify the City Parties from Losses arising directly or indirectly from:

(i) any third party claim arising from a DA Default by Developer;

(ii) Developer's failure to comply with any Project Approval or Other Regulatory Approval;

(iii) any dispute between Developer and its contractors or subcontractors relating to construction of any part of the Project; and

(iv) any dispute between Developer and any DA Successor relating to any DA Assignment or obligations under this Development Agreement.

(b) Construction Obligations. To the extent provided under the DDA and Master Lease, Developer as to the Horizontal Improvements, and to the extent provided under its Vertical DDA and Parcel Lease, each Vertical Developer as to the pertinent Vertical Improvements, agrees to indemnify the City Parties from Losses arising from:

(i) the failure of any Improvements constructed at the Project Site to comply with all applicable laws, including any New City Laws permitted under this Development Agreement; and

(ii) any accident, bodily injury, death, personal injury, or loss or damage to property caused by the construction by Developer or any DA

Successor, or their agents or contractors, of any Improvements on the Project Site, or outside of the Project Site in connection with Project activities.

(c) Exclusions. Developer's and DA Successors' obligations will not apply to the extent that:

(i) the indemnification obligations are found unenforceable by a final judgment; or

(ii) the Loss is the result of the gross negligence or willful misconduct of City Parties or the breach by any City Party under a Transaction Document.

(d) Survival. The indemnification obligations under this Section will survive the DA Term.

4.5. **Costa-Hawkins Waiver.**

(a) State Policies. California directs local agencies regulating land use to grant density bonuses and incentives to private developers for the production of affordable and senior housing in the Costa-Hawkins Act (Cal. Gov't Code §§ 65915-65918). The Costa-Hawkins Act prohibits limitations on rental rates for dwelling units certified for occupancy after February 1, 1995, with certain exceptions. Section 1954.52(b) of the Costa-Hawkins Act creates an exception for dwelling units built under an agreement between the owner of the rental units and a public entity in consideration for a direct financial contribution and other incentives specified in section 65915 of the California Government Code.

(b) Waiver. Developer, on behalf of itself and its successors, agrees not to challenge and expressly waives any right to challenge Developer's obligations under the Housing Plan as unenforceable under the Costa-Hawkins Act. Developer acknowledges that the City would not be willing to enter into this Development Agreement without Developer's agreement and waiver under this Section. Developer agrees to include language in substantially the following form in all Assignment and Assumption Agreements and consents to its inclusion in all Parcel Leases and in recorded restrictions for any Development Parcel on which residential use is permitted.

The Development Agreement and the DDA, which includes the Housing Plan, provide regulatory concessions and significant public investment to the Project Site that directly reduce development costs at the Project Site. The regulatory concessions and public investment include a direct financial contribution of net tax increment and other forms of public assistance specified in California Government Code section 65915. These public contributions result in identifiable, financially sufficient, and actual cost reductions for the benefit of Developer and Vertical Developers under California Government Code section 65915. In consideration of the City's direct financial contribution and other forms of public assistance, the Parties understand and agree that the Costa-Hawkins Act does not apply to any Inclusionary Unit developed at the Project Site.

4.6. **Other Requirements.** Subject to the DA Ordinance, Developer agrees to comply with all other applicable Port and City requirements, some of which are summarized

DDA Exh A6 (Other City Requirements), which is incorporated by reference under Subsection 2.4(a) (DDA Parameters).

4.7. Developer Mitigation Measures.

(a) Monitoring. Under the DDA, Developer is obligated to implement Developer Mitigation Measures identified in the MMRP. Planning may agree to undertake monitoring Developer's compliance with specified Developer Mitigation Measures on behalf of and at the request of the Port.

(b) Transportation Measures. Developer will enter into a Transit Mitigation Agreement with SFMTA that will obligate Developer to make a fair share contribution to the cost of providing additional bus service or otherwise improving service in accordance with Mitigation Measures M-TR-4.1 and M-TR-4.4. Upon execution, the Transit Mitigation Agreement will be incorporated by reference into this Development Agreement. Developer and SFMTA may modify the Transit Mitigation Agreement consistent with the MMRP without amending this Development Agreement.

5. VESTING AND CITY OBLIGATIONS

5.1. Vested Rights.

(a) Policy Decisions. By the Project Approvals, the Board of Supervisors and the Port Commission each made an independent policy decision that development of the Project, as described in and as may be modified by the Project Approvals, is in the City's best interests and promotes public health, safety, general welfare, and Applicable Port Laws.

(b) Effect of Final EIR. The Final EIR prepared for development of the Project Site contains a thorough analysis of the Project and possible alternatives in compliance with CEQA. The Project Approvals include resolutions by the Port Commission and the Board of Supervisors adopting CEQA Findings, including a statement of overriding considerations in accordance with CEQA Guidelines section 15093 for those significant impacts that could not be mitigated to a less than significant level.

(i) Based on the scope of review in the Final EIR, the City does not intend to conduct any further environmental review or require further mitigation under CEQA for any aspect of the Project that is vested under this Development Agreement. The City will rely on the Final EIR to the greatest extent permissible under CEQA with respect to all Later Approvals for the Project.

(ii) Developer acknowledges that the City's reliance on the Final EIR does not limit its discretion to:

(1) conduct additional environmental review in connection with any Later Approvals if required by Applicable Laws or unforeseen circumstances;

(2) impose conditions on any Later Approval that the City determines are necessary to mitigate adverse environmental impacts of Material Changes identified through the CEQA process or otherwise

required to address significant environmental impacts in accordance with CEQA; and

(3) require additional environmental review and additional Mitigation Measures due to New City Laws or changes to the Project.

(iii) Developer will comply with all Mitigation Measures imposed as applicable to each Project component identified in the MMRP as the responsibility of the “owner” or the “project sponsor,” except for any Mitigation Measures that are expressly identified as the responsibility of a different person in the MMRP.

(c) Effect of General Plan Consistency Findings.

(i) In Motion No. 20019 adopting General Plan Consistency Findings for the Project, the Planning Commission specified that the findings also would support all Later Approvals that are consistent with the Project Approvals. To the maximum extent practicable, Planning will rely exclusively on Motion No. 20019 when processing and reviewing all Later Approvals requiring General Plan determinations.

(ii) Developer acknowledges that the General Plan Consistency Findings do not limit the City’s discretion in connection with any Later Approval that requires new or revised General Plan consistency findings because of amendments to any Project Approval or any Material Change.

(d) Vested Elements. Developer will have the vested right to develop the Project in accordance with the Project Approvals, which include the following elements (collectively, the “Vested Elements”):

- (i) proposed land use plan and parcelization;
- (ii) locations and numbers of Vertical Improvements proposed;
- (iii) proposed height and bulk limits, including maximum density, intensity, and gross square footages;
- (iv) permitted uses; and
- (v) provisions for open space, vehicular access, and parking.

(e) Applicable Laws. The Vested Elements are subject to and will be governed as specified in **Subsection 5.2(a)** (Agreement to follow Existing Policy). The expiration of a construction permit or other Project Approval will not limit the Vested Elements during the DA Term. Developer will have the right to seek and obtain Later Approvals at any time during the DA Term.

(f) Later Approvals.

(i) Each Later Approval, once granted and final, will be deemed to be a Project Approval that is automatically incorporated in, governed by, and vested under this Development Agreement.

(ii) Subject to **Subsection 5.2(f)** (Subdivision Code and Map Act), **Subsection 5.3(e)** (Circumstances Not Causing Conflict), and **Section 5.6**

(Exceptions), this Development Agreement will prevail over any conflict with a Later Approval or amendment to a Project Approval, unless the Parties agree otherwise.

5.2. Existing City Laws.

(a) Agreement to Follow Existing Policy.

(i) Except as expressly provided in this Development Agreement or other Transaction Documents, during the DA Term and to the extent that the City then has jurisdiction over Later Approvals, the City will process, consider, and review all Later Approvals in accordance with the following (collectively the “**DA Requirements**”):

- (1)** the Project Approvals;
- (2)** the Transaction Documents; and
- (3)** all applicable Existing City Laws, subject to **Section 5.3** (New City Laws).

(ii) The City agrees not to exercise its discretionary authority as to any application for a Later Approval in a manner that would change the policy decisions reflected in the DA Requirements or otherwise prevent or delay development of the Project as approved, subject to **Subsection 5.1(b)** (Effect of Final EIR).

(b) Chapter 56. The text of Chapter 56 on the Reference Date is attached as **DA Exhibit D**. Chapter 56, as amended by the DA Ordinance for the Project, is an Existing City Law under this Development Agreement that will prevail over any conflicting amendments to Chapter 56 unless Developer elects otherwise under **Subsection 5.3(c)** (Developer Election).

(c) TDM Plan.

(i) In Section 169, the Board of Supervisors has expressed a strong preference that development agreements should include similar provisions that meet the goals of the TDM Program. (Planning Code § 169.1(h))

(ii) Mitigation Measure M-AQ-2.3 requires a Transportation Demand Management (TDM) Plan with a goal of reducing estimated one-way vehicle trips by 20% compared to the total number of one-way vehicle trips identified in the project’s Transportation Impact Study at project build-out.

(iii) Developer’s TDM Plan is a Developer Construction Obligation under the DDA (*TP Schedule 2 to DDA Exh B7*). The TDM Plan meets the requirements of Mitigation Measure M-AQ-2.3 and incorporates many of the strategies described in Section 169.

(iv) The City has determined that the TDM Plan will meet or exceed the goals under Section 169. Accordingly, as stated in the DA Ordinance, the Project and Project Site will be exempt from separately complying with Section 169, as long as Developer implements and complies with the TDM Plan for the required compliance period.

(v) The Zoning Administrator will arrange for the Assessor-Recorder to record a notice of the TDM Plan in accordance with Planning Code section 169.4(e).

(d) Construction Codes. Nothing in this Development Agreement will preclude the City or the Port from applying then-current Construction Codes applicable to Horizontal Improvements and Vertical Improvements as a condition to issuing any construction permit at the Project Site.

(e) Utility Infrastructure Improvements Code.

(i) Nothing in this Development Agreement will preclude the City or the Port from applying to the Project Site then-current City Laws for Utility Infrastructure for each Phase, so long as:

(1) the standards for Utility Infrastructure are in effect, applicable citywide, and imposed on the Project concurrently with the applicable Phase Approval;

(2) the standards for Utility Infrastructure as applied to the applicable Phase are compatible with and would not require the retrofit, removal, supplementation, or reconstruction of Horizontal Improvements approved or constructed in Prior Phases; and

(3) if the standards for Utility Infrastructure deviate from those applied in Prior Phases, the deviations would not cause a Material Cost Increase.

(ii) If Developer or any Vertical Developer constructing Deferred Utility Infrastructure claims a Material Cost Increase has occurred or would occur, it will submit to the City reasonable documentation of its claim, such as bids, cost estimates, or other supporting documentation reasonably acceptable to the City, comparing costs (or estimates if not yet constructed) for any applicable Components of Utility Infrastructure in a Prior Phase, Indexed to the date of submittal, to cost estimates to construct the applicable Components in the current Phase, if the then-current standards for Utility Infrastructure in the Phase for the Utility Infrastructure were to be applied.

(iii) If the Parties are unable to agree on whether the application of then-current standards for Utility Infrastructure would cause Developer or the Vertical Developer to incur a Material Cost Increase, the Parties will submit the matter to dispute resolution procedures as described in *DDA art. 9 (Resolution of Certain Disputes)*.

(f) Subdivision Code and Map Act.

(i) The DDA authorizes Developer to file Subdivision Map applications to subdivide, reconfigure, or merge parcels in the Project Site as necessary or desirable to develop the Project. This Development Agreement does not:

- (1) relieve Developer of the requirement to file Subdivision Map applications when required to obtain Later Approvals from Public Works;
- (2) authorize Developer to subdivide or use any part of the Project Site for any purpose that conflicts with the Map Act or with the Subdivision Code;
- (3) prevent the City from applying procedural changes for processing Subdivision Maps that do not conflict with Project Approvals; or
- (4) limit the Board of Supervisors' discretionary authority to consider, consistent with the DA Requirements, any appeal of a Later Approval for any Subdivision Maps that Developer submits for the Project Site.

(ii) The Parties acknowledge that the Port, in its proprietary capacity as land owner of the Project Site, will:

- (1) approve any modifications to the specific boundaries that Developer proposes for Development Parcels (subject to Planning Code section 291); and
- (2) execute all Final Maps for the Project Site.

5.3. New City Laws.

(a) Applicability. All New City Laws will apply to the Project and the Project Site except to the extent that they conflict with the DA Requirements. In the event of any conflict between a New City Law and the DA Requirements, the DA Requirements will prevail, subject to **Subsection 5.3(e)** (Circumstances Not Causing Conflict) and **Section 5.6** (Exceptions).

(b) Circumstances Causing Conflict. Any New City Law will be deemed to conflict with the DA Requirements and be a Material Change if the change would:

- (i) revise the DA Term;
- (ii) impede or delay the timely implementation of the Project in accordance with the DA Requirements, including:
 - (1) Developer's rights and obligations under the Financing Plan and the Acquisition Agreement; and
 - (2) the rate, timing, phasing, or sequencing of Site Preparation or construction of Horizontal Improvements for the Project Site;
- (iii) limit or reduce:
 - (1) the density or intensity of uses of the Project or permitted under the DA Requirements on any part of the Project Site;
 - (2) the square footage, number, or change the location of proposed Vertical Improvements; or

- (3) change any Horizontal Improvement from that permitted for the Project under the DA Requirements;
 - (iv) limit or change the height or bulk of any part of the Project, or otherwise require any reduction in the height or bulk of individual proposed Vertical Improvements from that permitted under the DA Requirements;
 - (v) limit or change the location of vehicular access or parking or the number and location of parking or loading spaces at the Project Site from that permitted under the DA Requirements;
 - (vi) limit or change any land uses for the Project from those permitted under the DA Requirements;
 - (vii) limit or change the Project Approvals or Transaction Documents;
 - (viii) decrease the Associated Public Benefits required under this Development Agreement, reduce the Impact Fees and Exactions or otherwise materially alter the rights, benefits or obligations of the City under this Development Agreement;
 - (ix) require the City or the Port to issue Later Approvals other than those required under DA Requirements, except as otherwise provided in **Section 5.4** (Fees and Exactions);
 - (x) limit, change, or control the availability of public utilities, services, or facilities or any privileges or rights to public utilities, services, or facilities for the Project as contemplated by the DA Requirements;
 - (xi) materially and adversely limit the processing of applications for or procuring of Later Approvals that are consistent with the Project Approvals;
 - (xii) increase or impose any new Impact Fees or Exactions for the Project, except as permitted under **Section 5.4** (Fees and Exactions);
 - (xiii) preclude Developer's or any Vertical Developer's performance of or compliance with DA Requirements or result in a Material Cost Increase to the Project for Developer or any Vertical Developer;
 - (xiv) increase the contracting and employment obligations of Developer, any Vertical Developer, or their contractors or subtenants above those in the Workforce Development Plan; or
 - (xv) require amendments or revisions to the forms of Vertical DDA or Parcel Lease, or to the Other City Requirements, except as set forth in **Subsection 5.3(e)** (Circumstances Not Causing Conflict).
- (c) Non-City Standard Horizontal Improvements. The limitations in **clause (ii)** and **clause (iii)** of **Subsection 5.3(b)** (Circumstances Causing Conflict) must not be interpreted to deem the City's and Port's Later Approvals of final design for non-City standard Horizontal Improvements, as identified in the Infrastructure Plan, to be a conflict with the Project Approvals and the Transaction Documents or be a Material Change under **Subsection 5.3(b)** (Circumstances Causing Conflict).

(d) Developer Election.

(i) Developer may elect to have a New City Law that conflicts with the DA Requirements applied to the Project by giving the City notice of Developer's election. Developer's election notice will cause the New City Law to be deemed to be an Existing City Law.

(ii) If the application of the New City Law would cause a Material Change to the City's rights or obligations under this Development Agreement, the application of such New City Laws will require the concurrence of the affected City Agencies. In no event will Developer be entitled to elect the application of a New City Law to the Project that would:

(1) decrease the Associated Public Benefits required under this Development Agreement, reduce the Impact Fees and Exactions, or otherwise materially alter the rights, benefits, or obligations of the City under this Development Agreement; or

(2) require the City or the Port to issue Later Approvals other than those required under the DA Requirements, except as otherwise provided in **Section 5.4** (Fees and Exactions);

(iii) Nothing in this Development Agreement will preclude:

(1) the City from applying any New City Law to any development that is not a part of the Project; or

(2) Developer from challenging the application of any New City Laws to any part of the Project.

(e) Circumstances Not Causing Conflict. The Parties expressly agree that the Port will be entitled to amend the forms approved at Project Approval and update the Other City Requirements to incorporate a Change to Existing City Laws if:

(i) the Change to Existing City Laws is related to building or reconstructing the seawall, protecting Port property from or adapting Port property to sea level rise, or environmental protection measures that are directly related to the waterfront location of the Project; and

(ii) the Change to Existing City Laws would not:

(1) result in a Material Cost Increase to the construction or operation of Vertical Improvements; or

(2) impose City remedies and penalties that could result in the termination, loss, or impairment of a Vertical Developer's rights under its Vertical DDA or Parcel Lease or debarment from future contract opportunities with the City due to the Vertical Developer's or its subtenant's noncompliance with the Change to Existing City Laws.

(f) Port Role. The Port does not have the authority to approve a New City Law that is solely an exercise of the City's police powers, with or without Developer's consent under this Section. The City will obtain the Port's concurrence before applying

any New City Law to the Project Site or other land under Port jurisdiction that does not have citywide application.

5.4. Fees and Exactions.

(a) Generally.

(i) The Project will be subject only to the Impact Fees and Exactions and Administrative Fees listed in this Section. The City will not impose any new Administrative Fees, Impact Fees, or Exactions on the Project or impose new conditions or requirements for the right to develop the Project Site except as set forth in the Transaction Documents.

(ii) The Parties acknowledge that the provisions contained in this Section are intended to implement their intent that:

(1) Developer will have the right to develop the Project in accordance with specified and known criteria and rules; and

(2) the City will receive benefits from the Project Site's development without abridging the City's right to exercise its powers, duties, and obligations, except as specifically provided in this Development Agreement.

(iii) Developer acknowledges that:

(1) this Section does not limit the City's discretion if Developer requests changes under *DDA § 3.8 (Changes to Phase)* or *DDA § 3.9 (Changes to Project)*; and

(2) the Chief Harbor Engineer may require proof of payment of applicable Impact Fees then due and payable as a condition to issuing certain construction permits.

(b) Impact Fees and Exactions. Developer (or Vertical Developers as applicable) will satisfy the following Exactions and pay the following Impact Fees for the Project.

(i) Transportation Fee.

(1) Each Vertical DDA for a nonresidential use will require the Vertical Developer to pay a site-specific Transportation Fee as provided in the Transportation Exhibit (*DDA Exh B7*), a copy of which is attached to the SFPUC Consent. In light of this requirement, the Transit Impact Fee under Planning Code sections 411.1-411.9 and the Transportation Sustainability Fee under Planning Code sections 411A.1-411A.8 will apply to the Project only as specified in the Transportation Exhibit.

(2) The Transportation Exhibit describes:

(A) the manner in which the Vertical Developer will pay the Transportation Fee;

(B) transportation projects in the vicinity of the Project Site that are eligible uses for Transportation Fees; and

(C) procedures that SFMTA will use to allocate an amount equal to or greater than the Total Fee Amount for eligible transportation projects.

(3) The Transportation Fee payable will be equal to the Transportation Sustainability Fee listed on the current San Francisco Citywide Development Impact Fee Register for the same land use category with annual escalation in accordance with the methodology currently provided in Section 409 to the date that the Port issues the first construction permit for the applicable Vertical Improvement. For example, the Transportation Sustainability Fee in 2017 for residential buildings with up to 99 units is \$8.13/gsf, and \$9.18/gsf of residential use in all dwelling units at and above the 100th unit in the building.

(ii) Jobs/Housing Equivalency Fee.

(1) Each Vertical DDA for a nonresidential use will require the Vertical Developer to pay to the Port the “**Jobs/Housing Equivalency Fee**” described in this Section. In consideration of these payments, the City has waived the Jobs/Housing Linkage Fee for the Project. Port will administer and use the Jobs/Housing Equivalency Fee for purposes specified in the Housing Plan in consultation with MOHCD.

(2) The Jobs/Housing Equivalency Fee listed on the current San Francisco Citywide Development Impact Fee Register for the same land use category, with annual escalation in accordance with the methodology currently provided in Section 409 to the date that the Port issues the first construction permit for each Vertical Improvement. For example, the Jobs/Housing Equivalency Fee for net additional gsf of office use is \$25.49/gsf for calendar year 2017.

(3) Developer’s Phase Submittal will include an estimate of the Jobs/Housing Equivalency Fee payable for each Commercial Parcel and each Flex Parcel expected to be developed for commercial use. Through the Phase Budget process, the Port and Developer will establish the minimum Jobs/Housing Equivalency Fee payable for those parcels, even if the use of the designated parcels later changes.

(iii) Affordable Housing. Residential development on the Project Site will comply with the Housing Plan. In light of these requirements, Planning Code sections 415.1–415.11 will not apply to the Project.

(iv) Child Care. Each VDDA for a nonresidential use will require the Vertical Developer to pay to the Port the “**Childcare Equivalency Fee**” described in this clause. In light of this requirement, the City has waived the application of the Child Care Fee under Planning Code sections 414.1–414.15 and sections 414A.1–414A.8 to the Project.

(1) The Child Care Equivalency Fee will be \$1.57 per gsf, with annual escalation in accordance with the methodology currently provided

in Section 409 to the date that the Port issues the first construction permit for the applicable Vertical Improvement.

(2) The Child Care Equivalency Fee will be used to assist one or more Vertical Developers or their tenants to provide childcare facilities within the Project generally consistent with the purposes and intent of on-site options for commercial buildings under Planning Code section 414. Any fees collected by the Port and not used within the Project upon completion of the Project will be paid by the Port to the City's Child Care Capital Fund.

(v) Public Art. Under the DDA, public art will be provided as part of the Horizontal Improvements as described in the Design Controls. Accordingly, no Exaction or Impact Fee related to public art is required.

(vi) School Facilities Fees. Each Vertical Developer will pay the school facilities Impact Fees imposed under state law (Educ. Code §§ 17620-17626, Gov't Code §§ 65970-65981, & Gov't Code §§ 65995-65998) at the rates in effect at the time of assessment.

(vii) Community Facilities. Developer may offer through a Phase Submittal, or the City may request during a Phase Submittal review process, to include in one or more Phases up to a Project-wide total of 15,000 gsf of space for community facilities consistent with the requirements of DDA § ____ (*Community Facilities*). Developer, in its sole discretion, may designate the location of any community facility space, which may be distributed among two or more buildings.

(c) Utility Fees.

(i) SFPUC Wastewater Capacity Charge. Each Vertical Developer will pay the SFPUC Wastewater Capacity Charge in effect on the connection or other applicable date specified by SFPUC, subject to appropriate adjustment if the Project includes a District System.

(ii) SFPUC Water Capacity Charge. Each Vertical Developer will pay the SFPUC Water Capacity Charge in effect on the connection or other applicable date specified by SFPUC.

(iii) AWSS. Developer will make a fair share contribution to the City's auxiliary water supply system (AWSS) consistent with the Infrastructure Plan. The City will determine the timing and procedures for payment consistent with the AWSS requirements of the Infrastructure Plan as a condition of approval to the Tentative Map for the Project.

(d) Administrative Fees Generally. Developer will timely pay the City all Administrative Fees when due. Administrative Fees for the Project will be limited to the Administrative Fees in effect on a citywide basis when Developer applies for any Later Approval for which the fee is payable. Administrative Fees are not Other City Costs.

(e) Administrative Fees for Environmental Review. If further environmental review is required for a Later Approval, Developer will reimburse the City or pay directly

all reasonable and actual costs to hire consultants and perform studies necessary for the review. The City will make final decisions regarding the following matters, but before engaging any consultant or authorizing related expenditures under this provision, will consult with Developer in an effort to agree to:

- (i) the scope of work to be performed;
- (ii) the projected costs associated with the work; and
- (iii) the particular consultant that would be engaged to perform the work.

5.5. Limitations on City's Future Discretion.

(a) Extent of Limitation. In accordance with **Section 5.3** (New City Laws), the City in granting the Project Approvals and, as applicable, vesting the Project through this Development Agreement is limiting its future discretion with respect to the Project and Later Approvals to the extent that they are consistent with DA Requirements. For elements included in a request for a Later Approval that have not been reviewed or considered by the applicable City Agency previously (including additional details or plans for Horizontal Improvements or Vertical Improvements), the reviewing City Agency will exercise its discretion consistent with the Planning Code section 249.80, the other DA Requirements, and otherwise in accordance with customary practice and *App ¶ 3.3 (Good Faith and Fair Dealing)*.

(b) Consistency with Prior Approvals. In no event will a City Agency deny issuance of a Later Approval based upon items that are consistent with the DA Requirements and matters previously approved. Consequently, the City will not use its discretionary authority to change the policy decisions reflected by the DA Requirements, or to deny a Later Approval based on items that are consistent with the DA Requirements and previously approved Later Approvals.

(c) Matters Not Limited. Nothing in this Development Agreement will limit the City's discretion with respect to:

- (i) any proposed Later Approval that would be a Material Change; or
- (ii) the Board of Supervisors' approvals of Subdivision Maps, as required by law, not contemplated by the Project Approvals.

(d) ICA. Although the Planning Department is not a signatory or consenting party to the ICA, the Planning Commission is familiar with its contents and agrees that Planning will comply with the ICA to the extent applicable to Planning.

5.6. Exceptions.

(a) City's Exceptions. Each City Agency having jurisdiction over the Project has police power authority to exercise its discretion with respect to Later Approvals in a manner that is consistent with the public health, safety, and welfare and take any action that is:

- (i) necessary to protect the physical health and safety of the public (the "**Public Health and Safety Exception**"); or

(ii) reasonably calculated and narrowly drawn to comply with applicable changes in federal or state law affecting the physical environment (the “**Federal or State Law Exception**”).

(b) Application of Exceptions. A City Agency will have the authority to condition or deny a Later Approval or to adopt a New City Law applicable to the Project so long as the condition, denial, or New City Law is:

(i) limited solely to addressing a specific and identifiable issue in each case required to protect the physical health and safety of the public or required to comply with a federal or state law and in each case not for independent discretionary policy reasons that are inconsistent with the DA Requirements; and

(ii) in either case applicable citywide or portwide, as applicable, to the same or similarly situated uses and applied in an equitable and nondiscriminatory manner.

(c) Amendments to Comply with Federal or State Law Changes. If a change in federal or state law that becomes effective after the Reference Date materially and adversely affects either Party’s rights, benefits, or obligations under this Development Agreement, or would preclude or prevent either Party’s compliance with any provision of the DA Requirements to which it is a Party, the Parties may agree to amend this Development Agreement. Any amendment under this Subsection will be limited to the extent necessary to comply with the law, subject to **Subsection 5.6(a)** (City’s Exceptions), **Subsection 5.6(b)** (Application of Exceptions), and **Section 10.1** (Amendment).

(d) Meet and Confer; Right to Dispute.

(i) City retains sole discretion with regard to the adoption of any New City Laws that fall within the Public Health and Safety Exception. Except for emergency measures, however, the City will meet and confer with Developer before taking action under such exception to the extent feasible.

(ii) Developer retains the right to dispute any City reliance on the Public Health and Safety Exception or the Federal or State Law Exception. If the Parties are not able to reach agreement on the dispute following a reasonable meet and confer period, then Developer or the City can seek a judicial relief with respect to the matter.

5.7. Other Exceptions

(a) Changes to DA Statute. The Parties have entered into this Development Agreement in reliance on the DA Statute in effect on the Reference Date, a copy of which is attached as **DA Exhibit D**. Any amendment to the DA Statute that would affect the interpretation or enforceability of this Development Agreement or increase either Party’s obligations, diminish Developer’s development rights, or diminish the City’s benefits will not apply to this Development Agreement unless specifically required by law or a final judgment.

(b) Adverse Effect on Project. If adoption of any New City Law that falls within the Public Health and Safety Exception or the Federal or State Law Exception

would cause a Material Change that would cause a Material Cost Increase or would cause a material and adverse effects on construction, development, use, operation, or occupancy, or impede the delivery of or decrease the Associated Public Benefits of the Project under the DA Requirements to render the Project economically infeasible, then the following will apply.

(i) Either Developer or the Port may deliver a Requested Change Notice to the other (with a copy to the City) under *DDA § 3.9 (Changes to Project)*. The notice will initiate a 90-day meet-and-confer period, subject to extension by agreement, during which Developer's obligations under this Development Agreement will be tolled except to the extent that the City, the Port, and Developer expressly agree otherwise.

(ii) If the Port and Developer agree on amendments to the Transaction Documents (or other solutions) that would maintain the benefit of the bargain during the negotiation period under *DDA § 3.9 (Changes to Project)*, the City will reasonably consider conforming changes to this Development Agreement and other Project Approvals if required. If the Port and Developer cannot resolve the issue during the 90-day period, then they will engage in nonbinding arbitration under *DDA § 9.5 (Nonbinding Arbitration)*.

(iii) If the matter remains unresolved, then either Developer or the City may terminate this Development Agreement on 30 days' prior notice to the other Party. If the Port exercises its termination right under *DDA § 3.9(e) (Failure to Agree or Approve)* or *DDA § 11.4 (Termination as Remedy)* as to any portion of the Project Site, then this Development Agreement will terminate to the same extent, as specified in **Section 2.2 (DA Term)**.

(iv) The obligation to provide Associated Public Benefits tied to any Development Parcel for which the Port has issued a construction permit and the Vertical Developer has begun construction of the Vertical Improvement will survive termination under this Subsection.

5.8. Future City Approvals.

(a) Later Approvals.

(i) City Agencies will process any Later Approval requiring City action in accordance with this Development Agreement (including Existing City Law), the ICA, the DDA, and this Section, as applicable, with due diligence.

(ii) Acquiring Agencies will process and approve amendments to the Infrastructure Plan (*DDA Exh B3*) and the Transportation Exhibit (*DDA Exh B7*) in accordance with the DDA and the *ICA art. 9 (Amendments to ICA, Infrastructure Plan and Transportation Plan)*, subject to limitations imposed by this Development Agreement.

(b) Office Development.

(i) An Office Development Authorization from the Planning Commission under Planning Code sections 321 and 322 is not required for new office development on land under the jurisdiction of the Port Commission. But

new office development on land under the jurisdiction of the Port Commission will count against the annual maximum limit under Planning Code section 321.

(ii) For the purposes of the Project, the amount of office development located on the Project Site to be applied against the annual maximum set in Planning Code section 321(a)(1) will be based on the approved building drawings for each office development. To provide for the orderly development of new office space citywide, office development for the Project will be subject to the schedule and criteria described in *DDA Exh A4 (Provisions for Office Development)*.

(c) No Actions to Impede. Except to the extent required under **Section 5.6** (Exceptions), the City will not take any action under this Development Agreement or impose any condition on the Project that would conflict with the DA Requirements due to any of the circumstances identified in **Subsection 5.3(b)** (Circumstances Causing Conflict).

(d) Standard of Review Generally. City Agencies:

(i) will not disapprove any application for a Later Approval based on any item or element that is consistent with the DA Requirements;

(ii) will consider each application for a Later Approval in accordance with its customary practices, subject to the requirements of the DA Requirements and the ICA;

(iii) may subject a Later Approval to any condition that is necessary to bring the Later Approval into compliance with the Regulatory Requirements; and

(iv) in no event will be obligated to approve an application for a Later Approval that would effect a Material Change.

(e) Denial. Any City Agency that denies an application for a Later Approval will specify in writing the reasons for denial and suggest modifications required for approval, consistent with the DA Requirements. The City Agency will approve a revised or re-submitted application if it:

(i) corrects or mitigates the stated reasons for the earlier denial in a manner that is consistent and compliant with the DA Requirements; and

(ii) does not include new or additional information that does not meet the DA Requirements.

(f) SFPUC Power.

(i) In accordance with Administrative Code chapter 99, the SFPUC has performed a feasibility study and has determined that it will be able to provide electric power to the Project. SFPUC agrees that applicable SFPUC service will be reasonably available to meet the Project's needs and Developer's schedule, and that the projected price for applicable SFPUC service and related Utility Infrastructure cost allocations are comparable to rates in San Francisco for comparable service. SFPUC will work with Developer to provide applicable

SFPUC service for temporary construction and permanent use pursuant to SFPUC *Rules and Regulations for Electric Service*.

(ii) Developer understands and agrees that all applicable SFPUC service for the Project Site will be provided by SFPUC Power under the terms of an ESA to be completed between SFPUC Power and Developer. Among other things, the ESA, in addition to the ESA's standard terms and conditions, will address some or all of the following:

- (1) development schedules and milestones for applicable SFPUC service;
- (2) termination rights and costs;
- (3) offsite Utility Infrastructure requirements, development, costs, and any cost allocation;
- (4) onsite Utility Infrastructure requirements, development, costs, and cost allocations; and
- (5) Developer-provided space for SFPUC electric facilities.

(iii) The Parties agree to act in good faith to finalize the ESA within 180 days after the Reference Date. If the Parties' good faith efforts do not result in a final ESA within 180 days, the Parties will agree to a reasonable extension of time to complete the ESA. If the Parties' diligent good faith negotiations to enter into an ESA as set forth above are unsuccessful, Developer may elect to pursue alternative service arrangements.

(g) Parks Plan. The Mission Rock Public Spaces will be designed and operated with the primary goals of broad public access and a robust program of public activation. The City and Developer have agreed preliminarily on limitations that will apply to Public Spaces at the Project Site, subject to refinements adopted by the Port Commission. No later than its approval of the Phase 1 Budget, the Port Commission will adopt a Parks Plan that will include at least the following:

- (i) a proposed parks management entity responsible for maintenance, security, management, operations, programming, concessions, leasing, revenue development, and general activation of the Public Spaces, which may be a nonprofit, Associated Public Benefits district, community facility district, master association, or a City Agency;
- (ii) operating budget, organization chart, operational plan, procedures and guidelines for permitting public events, maintenance plan, funding plan, security strategy, park rules and regulations, and any other information related to the successful management of the Public Space; and
- (iii) programming, activation plan, and special events plan that encourage programmed events and activities that are free and open to the public while placing limitations on the number, type, and duration of events that may occur in each park per year.

(h) Limitations on Events. The Port Commission will adopt a Parks Plan limiting events in Public Spaces substantially in accordance with this Subsection.

(i) Events with a footprint larger than 10,000 square feet are generally limited in duration to 10 consecutive days, including setup and breakdown. The Port Director may grant exemptions for seasonal and periodic attractions or amusements that provide public or cultural benefits, such as ice skating rinks, holiday fairs, rides, and art installations.

(ii) Unless the Port Director grants an exemption in the public interest, the number and type of permitted annual events per Public Space are limited as follows:

(1) Free Public Events:

(A) unlimited Event Days of Small Events;

(B) up to 100 Event Days of Medium Events at China Basin Park not to exceed four weekend days per month; and

(C) up to 100 Event Days of Medium or Large Events at Mission Rock Square not to exceed six weekend days per month.

(2) Ticketed Public Events: 24 Event Days per year per Public Space of the 100 Event Days of free Medium Event Days at China Basin Park and 100 Free Medium Event Days at Mission Rock Square.

(3) Promotional Activations: a cumulative maximum of 5,000 square feet per year, in no more than four locations within a Public Space can occur up to 50 Event Days per year; and

(4) Private Events: a maximum of 18 Event Days per year of Small Events or Medium Events.

(5) No more than two unrelated Small Events that collectively occupy more than 10,000 square feet will be permitted to occur simultaneously in a Public Space.

(iii) The Port permitting process will:

(1) be streamlined and provide for annual permits for certain categories of events;

(2) to the extent feasible under Port regulations and BCDC permit requirements, require continuous public access to all Public Spaces, including the Bay Trail;

(iv) provide access for public group or individual reservations and City programming or activities such as Recreation and Parks Department camps and group gatherings, a public means of reserving amenities such as ballfields, picnic tables and other areas which may be reserved within the

Public Spaces through Port or Recreation and Parks Department reservation system, and a mechanism for city departments to advertise their programs;

(v) be consistent with applicable regulations for amplified sound; and

(vi) to the extent applicable, be consistent with Mission Rock Workforce Plan requirements.

(i) Public ROWs.

(i) The Parties will prepare and adopt the Mission Rock Event Management Plan to manage on-site event related travel and ensure street safety. The implementation of the Transportation Plan (and the Mission Rock Event Management Plan) will include Later Approvals, such as street closures of the Shared Public Way and a portion of Exposition Street to vehicular traffic in connection with identified events. Street closures will be subject to ISCOTT or any superseding permitting procedures for street closures as applicable.

(ii) Developer and Vertical Developers may submit one or more annual street closure permit applications to the City for any set of street closures involving consistent uses and event management strategies.

(iii) Developer acknowledges that:

(1) the right to use Public ROWs is not exclusive and that the City or Port may issue permits to other persons for use and occupancy, including events, with or without the consent of Developer; and

(2) the Port and City will require licensees to cover the costs of maintenance and operation attributable to any use or occupancy as a condition to issuing use permits.

5.9. Public Financing.

(a) Financing Districts. The Project Approvals include formation of Sub-Project Areas I-1 through I-13. Later Approvals will include the formation of the CFDs as described in the Financing Plan. The City agrees not to:

(i) initiate proceedings for any new or increased special tax or special assessment that is targeted or directed at the Project Site except as provided in the Financing Plan; or

(ii) take any other action that would impede implementation of the Financing Plan or the Tax Allocation MOU without Developer's consent.

(b) Limitation on New Districts. The City will not form any new financing or assessment district over any portion of the Project Site unless the new district applies to similarly-situated property citywide or Developer consents to or requests the proceedings.

(c) Permitted Assessments. Nothing in this Development Agreement limits the City's ability to impose new or increased taxes or special assessments, any equivalent or substitute tax or assessment, or assessments for the benefit of districts formed by a vote of the affected property owners.

6. NO DEVELOPMENT OBLIGATION

This Development Agreement does not obligate Developer to begin or complete development of any portion of the Project or impose a schedule or a phasing plan for Developer to start or complete development. But the Parties have entered into this Development Agreement as one of the Transaction Documents that implements the DDA, which includes a Phasing Plan, a Schedule of Performance, and other conditions to development of the Project. The Parties have entered into this Development Agreement, and the Port and Developer have agreed to the schedule and phasing as described in the DDA with the express intent of avoiding a result similar to that in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465.

7. MUTUAL OBLIGATIONS

7.1. Standards of Conduct.

(a) Generally. The Parties agree to cooperate with one another to expeditiously implement the Project in accordance with pertinent provisions in this Development Agreement and *Appendix Part A (Standard Provisions and Rules of Interpretation)*, Project Approvals (including Later Approvals), the ICA, and this Development Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of the Project Approvals and this Development Agreement are implemented. Nothing in this Development Agreement obligates the City to incur any costs except costs that Developer will reimburse through the payment of Administrative Fees, Other City Costs, or otherwise.

(b) Standards in DDA. In addition, the Parties expressly agree that *DDA § 5.5(a) (Covenant of Good Faith and Fair Dealing)*, *DDA § 5.5(b) (Cooperation and Non-Interference)*, *DDA § 5.5(c) (Commercial Reasonableness)*, and *DDA § 5.5(e) (Specificity of Approval)* apply to this Development Agreement, and references in those sections to the DDA will be interpreted to be similarly applicable to their actions under this Development Agreement.

(c) City.

(i) Through the procedures in the DDA and the ICA, the Port and the City have agreed to process Developer's applications for horizontal development diligently and to facilitate an orderly, efficient approval process that avoids delay and redundancies. Section 279.80 specifies procedures for design review of vertical development, with reference to the Design Controls.

(ii) The Port and the City, acting through the Treasurer-Tax Collector and the Controller, have entered into the Tax Allocation MOU, which establishes procedures to implement provisions of the Financing Documents that apply to future levy, collection, and allocation of Mello-Roos Taxes and Tax Increment and to the issuance of Bonds for use at the Project Site.

(d) Developer. Developer agrees to provide all documents, applications, plans, and other information necessary for the City to comply with its obligations under the Transaction Documents as reasonably requested in connection with any Developer submittal or application, consistent with the design review process for vertical development in Section 279.80 and for horizontal development in the DDA and the ICA.

7.2. Other Regulators. The Port's obligations with respect to Other Regulatory Approvals that Developer and Vertical Developers will obtain for Horizontal Improvements and Vertical Improvements are addressed in *DDA § 14.4 (Regulatory Approvals)* and *VDDA §§ 5.3 & 12.9 (Regulatory Approvals)*, respectively.

7.3. Third-Party Challenge.

(a) Effect. A Third Party Challenge will not delay or stop the development, processing, or construction of the Project or the issuance of Later Approvals unless the third party obtains a court order enjoining the activity.

(b) Cooperation in Defense. The Parties agree to cooperate in defending any Third-Party Challenge to the validity or performance by any person in furtherance of the Project Approvals or Later Approvals. The City will notify Developer promptly after being served with any Third-Party Challenge filed against the City.

(c) Developer Cooperation. Developer at its own expense will assist and cooperate with the City in connection with any Third-Party Challenge. The City Attorney in his sole discretion may use legal staff of the Office of the City Attorney with or without the assistance of outside counsel in connection with defense of the Third-Party Challenge.

(d) Cost Recovery. Developer will reimburse the City for its actual defense costs, including the fees and costs of legal staff and any consultants. Subject to further agreement, the City will provide Developer with monthly invoices for all of the City's defense costs.

(e) Developer's Termination Option.

(i) Developer may elect to terminate this Development Agreement (and the DDA under *DDA § 11.5 (Mutual Termination Right)*) by delivering a notice to the City, with a copy to the Port, specifying a termination date at least 10 days after the notice at any time after a Third-Party Challenge is filed or a final judgment is entered limiting Developer's right to proceed with the Project under the DDA.

(ii) If Developer elects to terminate, the Parties will promptly cooperate to file a request for dismissal. Developer's and the City's obligations to cooperate in defending the Third-Party Challenge, and Developer's responsibility to reimburse the City's defense costs, will end on the Termination Date. But Developer must indemnify the City from any other liability caused by the Third-Party Challenge, including any award of attorneys' fees or costs.

(f) Survival. The indemnification, reimbursement, and cooperation obligations under this Section will survive termination under **Subsection 7.3(e)** (Developer's Termination Option) or any judgment invalidating any part of this Development Agreement.

7.4. Estoppel Certificates.

(a) Contents. Either Party may ask the other Party to sign an estoppel certificate to the best of its actual knowledge after reasonable inquiry as to the following matters:

(i) This Development Agreement is in full force and effect as a binding obligation of the Parties.

(ii) This Development Agreement has not been amended, or if amended, identifying the amendments or modifications and stating their date and nature.

(iii) The requesting Party is not in default in the performance of its obligations under this Development Agreement, or is in default in the manner specified.

(iv) The City's findings in the most recent Annual Review under **Article 8** (Periodic Compliance Review).

(b) Response Period. A Party receiving a request under this Section will execute and return the completed estoppel certificate within 30 days after receiving the request. A Party's failure to either execute and return the completed estoppel certificate or provide a detailed written explanation for its failure to do so will be a DA Default following notice and opportunity to cure under **Section 9.1** (Meet and Confer).

(c) Reliance. Each Party acknowledges that Interested Persons may rely on an estoppel certificate provided under this Section. At an Interested Person's request, the City will provide an estoppel certificate in recordable form, which the Interested Person may record in the Official Records at its own expense.

(d) **Cooperation to Obtain Other Regulatory Approvals**. Certain portions of the Project may require Other Regulatory Approvals. The City will reasonably cooperate with requests by Developer in connection with Developer's efforts to obtain Other Regulatory Approvals necessary or desirable for the Project.

8. PERIODIC COMPLIANCE REVIEW

8.1. Initiation or Waiver of Review.

(a) Statutory Provision. Under section 65865.1 of the DA Statute, the Planning Director will conduct annually a review of developers' good faith compliance with approved development agreements (each, an "Annual Review"). The Planning Director will follow the process set forth in this Article for each Annual Review.

(b) No Waiver. The City's failure to timely complete an Annual Review in any year during the DA Term will not waive the City's right to do so at a later date.

(c) Planning Director's Discretion. The DA Ordinance waives certain provisions of compliance review procedures specified in Chapter 56 and amends Chapter 56 to grant discretion to the Planning Director with respect to Annual Reviews as follows.

(i) For administrative convenience, the Planning Director may designate the annual date during the term of this Development Agreement when each Annual Review will begin (the "Annual Review Date").

(ii) The Planning Director may elect to forego an Annual Review for any of the following reasons: (1) before the designated Annual Review Date, Developer reports that no significant construction work occurred on the Project

Site during the reporting period; (2) either Developer or the Port has initiated procedures to terminate the DDA; or (3) the Planning Director otherwise decides an Annual Review is unnecessary.

8.2. Required Information from Developer.

(a) Contents of Report. At the time specified under **Subsection 8.1(c)** (Planning Director's Discretion), Developer will submit a letter to the Planning Director setting forth in reasonable detail the status of Developer's compliance with its obligations under **Article 4** (Developer's Obligations) and **Article 7** (Mutual Obligations). Developer will provide the requested letter within 60 days after each Annual Review Date, unless the Planning Director specifies otherwise. The letter to the Planning Director will attach appropriate supporting documentation, which may include an estoppel certificate from the Port in a form acceptable to the Port, the Planning Director, and Developer.

(b) Standard of Proof. An estoppel certificate from the Port, if submitted with Developer's letter, will be conclusive proof of Developer's compliance with specified obligations under the DDA and be binding on the City. Each Other City Agency responsible for monitoring and enforcing any part of Developer's compliance with the Vested Elements and its obligations under **Article 4** (Developer's Obligations) and **Article 7** (Mutual Obligations) must confirm Developer's compliance or provide the Planning Director with a statement specifying the details of noncompliance. Developer will have the burden of proof to demonstrate compliance by substantial evidence of matters not covered in the Port's estoppel certificate or any Other City Agency's letter.

8.3. City Review. The Annual Review will be limited to determining Developer's compliance with **Article 4** (Developer Obligations) and **Article 7** (Mutual Obligations) and whether a Prospective Default has occurred and is continuing.

8.4. Certificate of Compliance. Within 60 days after Developer submits its letter, the Planning Director will complete the review of the information submitted by Developer and all other available evidence of Developer's compliance with **Article 4** (Developer Obligations) and **Article 7** (Mutual Obligations). The Planning Director must provide copies to Developer of any evidence provided by sources other than Developer promptly after receipt. The Planning Director will summarize his determination as to each item in a letter to Developer. If the Planning Director finds Developer in compliance, then the Planning Director will follow the procedures in Administrative Code section 56.17(b).

8.5. Public Hearings. Planning will hold a public hearing under Administrative Code section 56.17(c) if: (a) the Planning Director finds that Developer is not in compliance or a public hearing is in the public interest; or (b) a member of the Planning Commission or the Board of Supervisors requests a public hearing on Developer's compliance.

8.6. Effect on Transferees. If Developer has Transferred its rights and obligations under the DDA and this Development Agreement: (a) each Transferee will provide a separate letter reporting compliance with its obligations; and (b) the procedures, rights, and remedies under this Article and Chapter 56 will apply separately to Developer and any Transferee, each only to the extent of and to obligations attaching to each Phase for which it is obligated. This requirement does not apply to Vertical Developers.

8.7. Notice and Cure Rights.

(a) Amended Rights. This Section reflects an amendment to Chapter 56 in the DA Ordinance that is binding on the Parties and all other persons affected by this Development Agreement regarding cure rights after a finding of noncompliance.

(b) Required Findings. If the Planning Commission makes a finding of noncompliance, or if the Board of Supervisors overrules a Planning Commission finding of compliance, in a public hearing under Administrative Code section 56.17(c), then the Planning Commission or the Board of Supervisors, as applicable, will specify in reasonable detail how Developer failed to comply and a reasonable time to cure its noncompliance.

(c) Cure Period. The Breaching Party will have a reasonable opportunity to cure its noncompliance. The cure period will not be less than 30 days and will in any case provide a reasonable amount of time for Developer to effect a cure. If Developer fails to effect a cure within the cure period under **Subsection 8.7(b)** (Required Findings) the City may begin proceedings to modify or terminate this Development Agreement under Administrative Code section 56.17(f) or section 56.18.

8.8. No Limitation on City's Rights After Event of Default. The City's rights and powers under this Article are in addition to, and do not limit, the City's rights to terminate or take other action under this Development Agreement after a DA Default by Developer.

9. DEFAULTS AND REMEDIES

9.1. Meet and Confer. Before sending a notice of default under **Section 9.2** (DA Defaults), the Aggrieved Party will follow the process in this Section.

(a) Good Faith Effort. The Aggrieved Party will make a written request that the Breaching Party meet and confer to discuss the alleged breach within three business days after the request is delivered. If, despite the Aggrieved Party's good faith efforts, the Parties have not met to confer within seven business days after the Aggrieved Party's request, the Aggrieved Party will be deemed to have satisfied the meet and confer requirement.

(b) Opportunity to Cure. If the Parties meet in response to the Aggrieved Party's request, the Aggrieved Party will allow a reasonable period of not less than 10 days for the Breaching Party to respond to or cure the alleged breach.

(c) Exclusions. The meet and confer requirement does not apply to a Breaching Party's failure to pay amounts when due under this Development Agreement or in circumstances where delaying the Aggrieved Party's right to send a notice of default under **Section 9.2** (DA Defaults) would impair prejudice or otherwise adversely affect the Aggrieved Party's rights under this Development Agreement.

9.2. DA Defaults.

(a) Specific Events. The occurrence of any of the following will be a "DA Default" under this Development Agreement.

(i) A Breaching Party fails to make any payment when due if not cured within 30 days after the Aggrieved Party delivers notice of nonpayment.

(ii) A Breaching Party fails to satisfy any other material obligation under this Development Agreement when required if not cured within 60 days after the Aggrieved Party delivers notice of noncompliance or if the breach cannot be cured within 60 days, the Breaching Party fails to take steps to cure the breach within the 60-day period and diligently complete the cure within a reasonable time.

(b) Notice. Any notice of default given by a Party will specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured, if at all.

(c) Certain Payment Defaults. Developer or the applicable Transferee will have a complete defense if the City alleges a DA Default in Developer's obligation to pay City Costs in the following circumstances.

(i) If Developer or the applicable Transferee made a payment to the Port that included the allegedly unpaid City Costs, but the Port failed to disburse the portion payable to the aggrieved City Agency.

(ii) If a City Agency claiming nonpayment did not submit a timely statement for reimbursement of the claimed City Costs under *ICA § 3.6 (Cost Recovery)*.

9.3. Remedies for DA Defaults.

(a) Specific Performance. After a DA Default under this Development Agreement, the Aggrieved Party may file an action and seek injunctive relief against or specific performance by the Breaching Party. Nothing in this Section requires an Aggrieved Party to delay seeking injunctive relief if it believes in good faith that postponement would cause it to suffer irreparable harm.

(b) Limited Damages. The Parties agree as follows.

(i) Monetary damages are an inappropriate remedy for any DA Default other than nonpayment under this Development Agreement.

(ii) The actual damages suffered by an Aggrieved Party under this Development Agreement for any DA Default other than nonpayment would be extremely difficult and impractical to fix or determine.

(iii) Remedies at law other than monetary damages and equitable remedies are particularly appropriate for any DA Default other than nonpayment under this Development Agreement. Except to the extent of actual damages, neither Party would have entered into this Development Agreement if it could be liable for consequential, punitive, or special damages under this Development Agreement.

(c) Material Breach under DDA. For any Material Breach that results in the termination of the DDA in whole or in part, the City's exclusive remedy under this Development Agreement will be automatic and concurrent termination under **Section 2.2 (DA Term)**.

(d) City Processing. The City may suspend action on any Developer requests for approval or take other actions under this Development Agreement during any period in which payments from Developer are past due.

(e) Associated Public Benefits. If Associated Public Benefits are not delivered when required, the City's remedies will be enforced through the Port's rights under the DDA, outlined below.

(i) Under *DDA § 14.6 (SOP Compliance)*, the Port may withhold a determination that Developer has Finally Completed Phase Improvements that include Associated Public Benefits to be provided in a Phase.

(ii) The Port may declare Developer to be in Material Breach under *DDA § 11.2(h) (Material Breaches by Developer)* if Developer is found to be in noncompliance under **Article 8** (Periodic Compliance Review).

(iii) The Port may declare an event of default by a Vertical Developer under its Vertical DDA or Parcel Lease, as applicable, if it fails to meet the schedule for required delivery of an Associated Public Benefit after notice and an opportunity to cure.

9.4. New City Laws. Under section 65865.4 of the DA Statute, either Party may enforce this Development Agreement regardless of any New City Laws unless this Development Agreement has been terminated by agreement under **Article 10** (Amendment or Termination), by termination proceedings under Chapter 56, or by termination under **Section 2.2** (DA Term) or **Subsection 9.3(c)** (Material Breach under DDA).

10. AMENDMENT OR TERMINATION

10.1. Amendment. This Development Agreement may be amended only by the Parties' agreement or as specifically provided otherwise in this Development Agreement, the DA Statute, or Chapter 56. The Port Commission, the Planning Commission, and the Board of Supervisors must all approve any amendment that would be a Material Change. Following an assignment, the City and Developer or any DA Successor may amend this Development Agreement as it affects Developer, the DA Successor, or the portion of the Project to which the rights and obligations were assigned without affecting other portions of the Project or other Vertical Developers and DA Successors. The Planning Director may agree to any amendment to this Development Agreement that is not a Material Change, subject to the prior approval of any City Agency that would be affected by the amendment.

10.2. Termination. This Development Agreement may be terminated in whole or in part by: (a) the Parties' agreement or as specifically provided otherwise in this Development Agreement, the DA Statute, or Chapter 56; or (b) by termination under **Section 2.2** (DA Term) or **Subsection 9.3(c)** (Material Breach under DDA).

10.3. Notice of Termination. At the request of either Party, the Parties will execute a recordable notice of the early termination of this Development Agreement as to any affected part of the Project Site. The requesting Party will be responsible for presenting the acknowledged notice for recordation in the Official Records.

11. TRANSFERS, CONVEYANCES, AND ENCUMBRANCES

11.1. DA Successors' Rights. Applicable provisions of this Development Agreement will apply to Developer's and a Vertical Developer's Transferees (each, a "**DA Successor**") under *DDA art. 6 (Transfers)* and *VDDA art. 19 (Transfers and Assignments)*. Each DA Successor will be assigned specified rights and obligations under the Development Agreement by an Assignment and Assumption Agreement in the form of *DDA Exh B10* or by provisions in the Vertical DDA (each, a "**DA Assignment**"). Each DA Assignment will be recorded in accordance with the DDA or Vertical DDA, as applicable. Each DA Assignment will provide for Developer or the pertinent Vertical Developer to be released from obligations under this Development Agreement to the extent assumed by the DA Successor.

11.2. Effect of Transfer or Assignment. After the effective date of a DA Assignment, the following will apply.

(a) Direct Enforcement Against Successor. The City will have the right to enforce directly against the DA Successor every obligation under this Development Agreement that the DA Successor assumed under the DA Assignment.

(b) Partial Developer Release. Developer will remain liable for obligations under this Development Agreement only to the extent that Developer retains liability under the applicable DA Assignment. Developer will be released from any prospective liability or obligation, and its DA Successor will be deemed to be subject to all future rights and obligations of Developer under this Development Agreement, to the extent set forth in the DA Assignment.

(c) Partial Vertical Developer Release. A Vertical Developer will be liable for obligations under this Development Agreement to the extent set forth in the applicable DA Assignment. A Vertical Developer will be released from any prospective liability or obligation, and its DA Successor will be deemed to be subject to all future rights and obligations of the Vertical Developer under this Development Agreement to the extent set forth in the applicable DA Assignment.

(d) No Cross-Default. A DA Default under this Development Agreement any Vertical DDA or any Parcel Lease or Ground Lease, as applicable, by any DA Successor (in each case, a "**Successor Default**") with respect to any part of the Project or Project Site will not be a DA Default by Developer with respect to any other part of the Project or Project Site. The occurrence of a Successor Default will not entitle the City to terminate or modify this Development Agreement with respect to any part of the Project or Project Site that is not the subject of the Successor Default.

11.3. Applicable Lender Protections Control Lender Rights.

(a) Rights to Encumber. Developer, Vertical Developers, and DA Successors have or will have the right to encumber their real property interests in and development rights at the Project Site and in their personal property interests in Developer or a Vertical Developer in accordance with the Applicable Lender Protections, which are incorporated by this reference.

(b) Lender's Rights and Obligations. The rights and obligations of a Lender under this Development Agreement will be identical to its rights and obligations under the Applicable Lender Protections.

(c) City's Rights and Obligations.

(i) The City's obligations with respect to a Lender, including any Successor by Foreclosure, will be identical to those of the Port under the Applicable Lender Protections.

(ii) The City will reasonably cooperate with the request of a Lender or Successor by Foreclosure to provide further assurances to assure the Lender or Successor by Foreclosure of its rights under this Development Agreement, which may include execution, acknowledgement, and delivery of additional documents reasonably requested by a Lender confirming the applicable rights and obligations of the City and Lender with respect to an Encumbrance.

(iii) Subject to **Subsection 11.3(d)** (Successor by Foreclosure), no breach by Developer, a Vertical Developer, or a DA Successor of any obligation secured by an Encumbrance will defeat or otherwise impair the Parties' rights or obligations under this Development Agreement.

(d) Successor by Foreclosure. A Successor by Foreclosure will succeed to all of the rights and obligations under and will be deemed a Party to this Development Agreement to the extent of the defaulting Borrower's rights and obligations.

11.4. Requests for Notice.

(a) Lender Request. If the City receives a written request from a Lender, or from Developer or a DA Successor requesting on a Lender's behalf, a copy of any notice of default that the City delivers under this Development Agreement that provides the Lender's address for notice, then the City will deliver a copy to the Lender concurrently with delivery to the Breaching Party. The City will have the right to recover its costs to provide notice from the Breaching Party or the applicable Lender.

(b) City Request. This provision is the City's request under California Civil Code section 2924 that a copy of any notice of default or notice of sale under any Encumbrance be delivered to City at the address shown on the cover page of this Development Agreement.

11.5. No Third-Party Beneficiaries. Except for DA Successors with vested rights and obligations at the Project Site and to the extent of any Interested Person's rights under the DDA, any Vertical DDA, Parcel Lease, or this Development Agreement, the City and Developer do not intend for this Development Agreement to benefit or be enforceable by any other persons.

12. DEVELOPER REPRESENTATIONS AND WARRANTIES

12.1. Due Organization and Standing. Developer represents that it has the authority to enter into this Development Agreement. Developer is a Delaware limited liability company duly organized and validly existing and in good standing under laws of the State of Delaware. Developer has all requisite power to own its property and authority to conduct its business as presently conducted.

12.2. No Inability to Perform; Valid Execution. Developer represents and warrants that it is not a party to any other agreement that would conflict with Developer's obligations under this Development Agreement and it has no knowledge of any inability to perform its

obligations under this Development Agreement. Developer's execution and delivery of this Development Agreement have been duly and validly authorized by all necessary action. This Development Agreement will be a legal, valid, and binding obligation of Developer, enforceable against Developer on its terms.

12.3. Other Documents. To the current, actual knowledge of Jack Bair, after reasonable inquiry, no document that Developer furnished to the City in relation to this Development Agreement, nor this Development Agreement, contains any untrue statement of material fact or omits any material fact that makes the statement misleading under the circumstances under which the statement was made.

12.4. No Bankruptcy. Developer represents and warrants to the City that Developer has neither filed nor is the subject of any Insolvency petition or and, to the best of Developer's knowledge, no action is threatened.

13. CITY REQUIREMENTS

The City acknowledges that Developer and Vertical Developers are required to comply the MMRP (*DDA Exh A5*), Other City Requirements (*DDA Exh A6*), the Workforce Development Plan (*DDA Exh B6*), the Transportation Exhibit (*DDA Exh B7*), and other DDA requirements that further City policies and that the Port, in coordination with Other City Agencies, will be responsible for primarily responsible for monitoring compliance, subject to **Article 8** (Periodic Compliance Review).

14. MISCELLANEOUS

The following provisions apply to this Development Agreement in addition to those in **Appendix Part A** (Standard Provisions and Rules of Interpretation).

14.1. Notices. Notices given under this Development Agreement are governed by *App ¶ A.5 (Notices)*. Notice addresses are listed below.

To the City: John Rahaim
 Director of Planning
 San Francisco Planning Department
 1650 Mission Street, Suite 400
 San Francisco, CA 94102

With a copy to: Dennis J. Herrera, Esq.
 City Attorney
 City Hall, Room 234
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102
 Attn:

To Developer: Seawall Lot 337 Associates, LLC
 c/o San Francisco Giants
 24 Willie Mays Plaza
 San Francisco, CA 94107

Attn: Jack Bair, General Counsel

Telephone: (415) 972-1755

Facsimile: (415) 972-2317

Email:jbair@sfgiants.com

14.2. Construction of Agreement. In the event of a conflict between any provision of this Development Agreement and Chapter 56, this Development Agreement will control. All other provisions of Appendix Part A (Standard Provisions and Rules of Interpretation) apply to this Development Agreement.

14.3. Attachments. The attached appendix, Port Consent, SFMTA Consent, SFPUC Consent, and Exhibits listed below are incorporated into and are a part of this Development Agreement.

EXHIBITS

DA Exhibit A:	Project Site (legal description and diagram)
DA Exhibit B:	Site Plan
DA Exhibit C:	Project Approvals
DA Exhibit D:	Chapter 56 as of the Reference Date

[Remainder of page intentionally left blank.]

Developer and the City have executed this Development Agreement as of the last date written below.

DEVELOPER:

SEAWALL LOT 337 ASSOCIATES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____
Date: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
John Rahaim
Director of Planning
Date: _____

Authorized by Ordinance No. _____
on [effective date].

APPROVED AND AGREED:

By: _____
Naomi Kelly
City Administrator

By: _____
Mohammad Nuru,
Director of Public Works

APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney

By: _____
Joanne Sakai
Deputy City Attorney

APPENDIX
(To be attached.)

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CONSENT TO DEVELOPMENT AGREEMENT
Port Commission

The Port Commission of the City and County of San Francisco has reviewed this Development Agreement between the City and Developer relating to the proposed development project at Seawall Lot 337 Project which this Consent to Development Agreement (“**Port Consent**”) is attached and incorporated. Capitalized terms used in this Port Consent have the meanings given to them in this Development Agreement or the Appendix.

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

1. The Port Commission, at a duly noticed public hearing adopted the CEQA Findings, including the Statement of Overriding Considerations, and the MMRP, including Mitigation Measures for which the Port is the responsible agency.
2. At the meeting, the Port Commission considered and consented to this Development Agreement as it relates to matters under Port jurisdiction and agreed to adopt a Parks Plan incorporating the elements of *DA § 5.9 (Parks Plan)*, subject to refinements it deems advisable to further its mission under Applicable Port Laws.
3. The Port Commission also authorized Port staff to take any measures reasonably necessary to assist the City in implementing this Development Agreement in accordance with Port Resolution No. ____.

By authorizing the Port Director to execute this Port Consent, the Port Commission affirms that it does not intend to limit, waive, or delegate in any way its exclusive authority or rights under Applicable Port Laws.

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.
and Board of Supervisors Ordinance No.

APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney

By: _____
Eileen Malley
Port General Counsel

[Remainder of page intentionally omitted.]

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Municipal Transportation Agency

The Municipal Transportation Agency of the City and County of San Francisco has reviewed this Development Agreement between the City and Developer relating to the proposed Project, to which this Consent to Development Agreement (“**SFMTA Consent**”) is attached and incorporated. Capitalized terms used in this SFMTA Consent have the meanings given to them in this Development Agreement or the Appendix.

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

1. The SFMTA Board of Directors, after considering at a duly noticed public hearing the CEQA Findings for the Project, including the Statement of Overriding Considerations and the MMRP contained or referenced therein, consented to and agreed to be bound by this Development Agreement as it relates to matters under SFMTA jurisdiction, and delegated to the Director of Transportation or his designee any future SFMTA approvals under this Development Agreement, subject to Applicable Laws, including the City Charter.
2. The SFMTA Board of Directors also:
 - a. approved the Infrastructure Plan, including street widths, subject to specified conditions;
 - b. approved Mitigation Measure M-AQ-2.3, which:
 - i. requires “a Transportation Demand Management (TDM) Plan with a goal of reducing estimated daily one-way vehicle trips by 20% compared to the total number of one-way vehicle trips identified in the project’s Transportation Impact Study at project build-out;” and
 - ii. is a Developer Mitigation Measure under the MMRP and a Developer Construction Obligation under the DDA;
 - c. approved Developer’s TDM Plan and the Mission Rock Transportation Plan, both of which are attached to the DDA Transportation Exhibit (**DDA Exhibit B7**), and found that the TDM Plan meets the requirements of Mitigation Measure M-MQ-2.3 and incorporates many of the TDM Program strategies described in Section 169;
 - d. directed the Director of Transportation to administer and direct the allocation and use of Transportation Fees; and
 - e. concurred with all of the transportation-related mitigation measures.
3. The SFMTA Board of Directors also authorized SFMTA staff to take any measures reasonably necessary to assist the City in implementing the Development Agreement in accordance with SFMTA Resolution No. ___, including the Transportation Exhibit and Transportation-Related Mitigation Measures.

By authorizing the Director of Transportation to execute this SFMTA Consent, the SFMTA does not intend to in any way limit, waive or delegate the exclusive authority of the SFMTA under Article VIII A of the City Charter.

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

By: _____
EDWARD D. REISKIN,
Director of Transportation

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

By: _____
Susan Cleveland-Knowles
SFMTA General Counsel

SFMTA Resolution No. _____
Adopted: _____, 2018

Attachments: Mission Rock Transportation Plan and TDM Plan

Transportation Plan and TDM Plan
(To be attached.)

[Page intentionally left blank.]

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Public Utilities Commission

The Public Utilities Commission of the City and County of San Francisco has reviewed the Development Agreement between the City and Developer relating to the proposed Project to which this Consent to Development Agreement (“**SFPUC Consent**”) is attached and incorporated. Capitalized terms used in this SFPUC Consent have the meanings given to them in this Development Agreement or the Appendix.

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

1. The SFPUC, after considering at a duly noticed public hearing the CEQA Findings for the Project, including the Statement of Overriding Considerations and the MMRP, and consented to and agreed to be bound by this Development Agreement as it relates to matters under SFPUC jurisdiction.

2. The SFPUC affirmed that Vertical Developers will be required to pay the SFPUC Wastewater Capacity Charge and the SFPUC Water Capacity Charge, each at rates in effect on the applicable connection dates.

3. The SFPUC approved:

a. Developer’s Infrastructure Plan, subject to stated conditions; and

b. SFPUC acceptance of \$1.5 million as Developer’s fair share contribution to the City’s offsite AWSS system consistent with the Infrastructure Plan, the terms and timing of payment to be established as a condition of approval to the Tentative Map for the Project Site.

4. SFPUC Power.

a. In accordance with Administrative Code chapter 99, the SFPUC has performed a feasibility study and has determined that it will be able to provide electric power to the Project. SFPUC agrees that applicable SFPUC service will be reasonably available to meet the Project’s needs and Developer’s schedule, and that the projected price for applicable SFPUC service and related Utility Infrastructure cost allocations are comparable to rates in San Francisco for comparable service. SFPUC will work with Developer to provide applicable SFPUC service for temporary construction and permanent use pursuant to SFPUC *Rules and Regulations for Electric Service*.

b. Developer understands and agrees that all applicable SFPUC service for the Project Site will be provided by SFPUC Power under the terms of an ESA to be completed between SFPUC Power and Developer. Among other things, the ESA, in addition to the ESA’s standard terms and conditions, will address some or all of the following:

i. development schedules and milestones for applicable SFPUC service;

ii. termination rights and costs;

iii. offsite Utility Infrastructure requirements, development, costs, and any cost allocation;

iv. onsite Utility Infrastructure requirements, development, costs, and cost allocations; and

v. Developer-provided space for SFPUC electric facilities.

c. The Parties agree to act in good faith to finalize the ESA within 180 days after the Reference Date. If the Parties' good faith efforts do not result in a final ESA within 180 days, the Parties will agree to a reasonable extension of time to complete the ESA. If the Parties' diligent good faith negotiations to enter into an ESA as set forth above are unsuccessful, Developer may elect to pursue alternative service arrangements.

By authorizing the General Manager to execute this SFPUC Consent, the SFPUC does not intend to in any way limit, waive or delegate the exclusive authority of the SFPUC under Article VIII A of the City Charter.

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

By: _____
HARLAN KELLY,
General Manager

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

By: _____
Francesca Gessner
SFPUC General Counsel

San Francisco Public Utilities Commission
Resolution No. _____
Adopted: _____, 2018

DA EXHIBIT A

Project Site (legal description and diagram)

S-9229
8-28-17

LEGAL DESCRIPTION

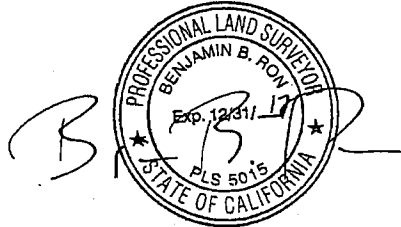
"MISSION ROCK PROJECT BOUNDARY"

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

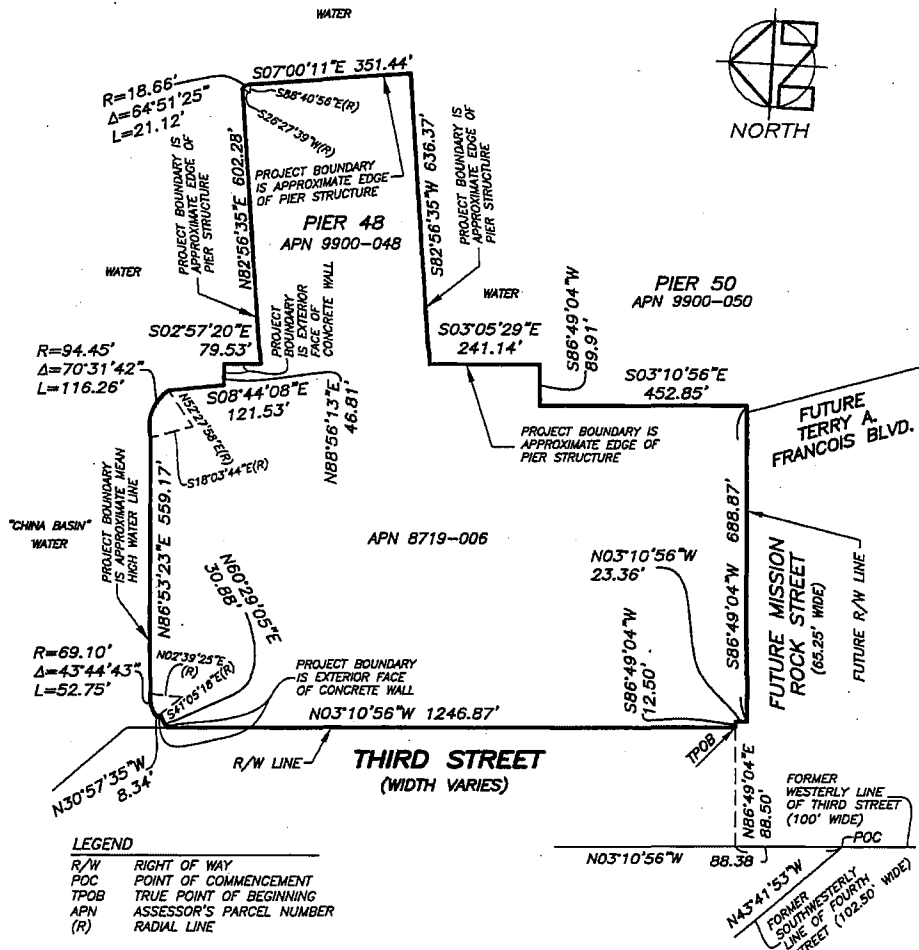
COMMENCING AT THE POINT OF INTERSECTION OF THE FORMER WESTERLY LINE OF THIRD STREET (100.00 FEET WIDE) WITH THE FORMER SOUTHWESTERLY LINE OF FOURTH STREET (102.50 FEET WIDE), AS SAID STREET LINES ARE SHOWN ON THAT CERTAIN MAP ENTITLED "AMENDED RECORD OF SURVEY MAP OF MISSION BAY" RECORDED JUNE 3, 1999, IN BOOK "Z" OF MAPS AT PAGES 74-94 INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE ALONG THE PROLONGATION OF SAID LINE OF THIRD STREET N03°10'56"W 88.38 FEET; THENCE N86°49'04"E 88.50 FEET TO AN ANGLE POINT IN THE CURRENT EASTERLY LINE OF THIRD STREET, SAID ANGLE POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY LINE OF THIRD STREET N03°10'56"W 1246.87 FEET; THENCE N60°29'05"E 30.88 FEET; THENCE N30°57'35"W 8.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS POINT BEARS S41°05'18"E 69.10 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°44'43", AN ARC LENGTH OF 52.75 FEET; THENCE N86°53'23"E 559.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS S18°03'44"E 94.45 FEET; THENCE EASTERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 70°31'42", AN ARC LENGTH OF 116.26 FEET; THENCE S08°44'08"E 121.53 FEET; THENCE N88°56'13"E 46.81 FEET; THENCE S02°57'20"E 79.53 FEET; THENCE N82°56'35"E 602.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS S26°27'39"W 18.66 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 64°51'25", AN ARC LENGTH OF 21.12 FEET; THENCE S07°00'11"E 351.44 FEET; THENCE S82°56'35"W 636.37 FEET; THENCE S03°05'29"E 241.14 FEET; THENCE S86°49'04"W 89.91 FEET; THENCE S03°10'56"E 452.85 FEET TO THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF FUTURE MISSION ROCK STREET (65.25 FEET WIDE); THENCE ALONG SAID EASTERLY PROLONGATION AND ALONG SAID NORTHERLY LINE OF FUTURE MISSION ROCK STREET S86°49'04"W 688.87 FEET TO THE EASTERLY LINE OF THIRD STREET; THENCE ALONG SAID EASTERLY LINE OF THIRD STREET N03°10'56"W 23.36 FEET TO AN ANGLE POINT THEREIN; THENCE ALONG SAID EASTERLY LINE OF THIRD STREET S86°49'04"W 12.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 27.843 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIPTION IS THE THIRD STREET MONUMENT LINE TAKEN TO BE N03°10'56"W AS SHOWN ON THAT CERTAIN "FINAL MAP" FILED FOR RECORD ON MAY 31, 2005, IN BOOK BB OF MAPS, AT PAGES 6-10 INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.



PLAT TO ACCOMPANY LEGAL DESCRIPTION



SUBJECT: **MISSION ROCK PROJECT BOUNDARY**

BY JG CHKD. BR DATE 8/28/17 SCALE 1"=250' SHEET 1 OF 1 JOB NO. S-9229

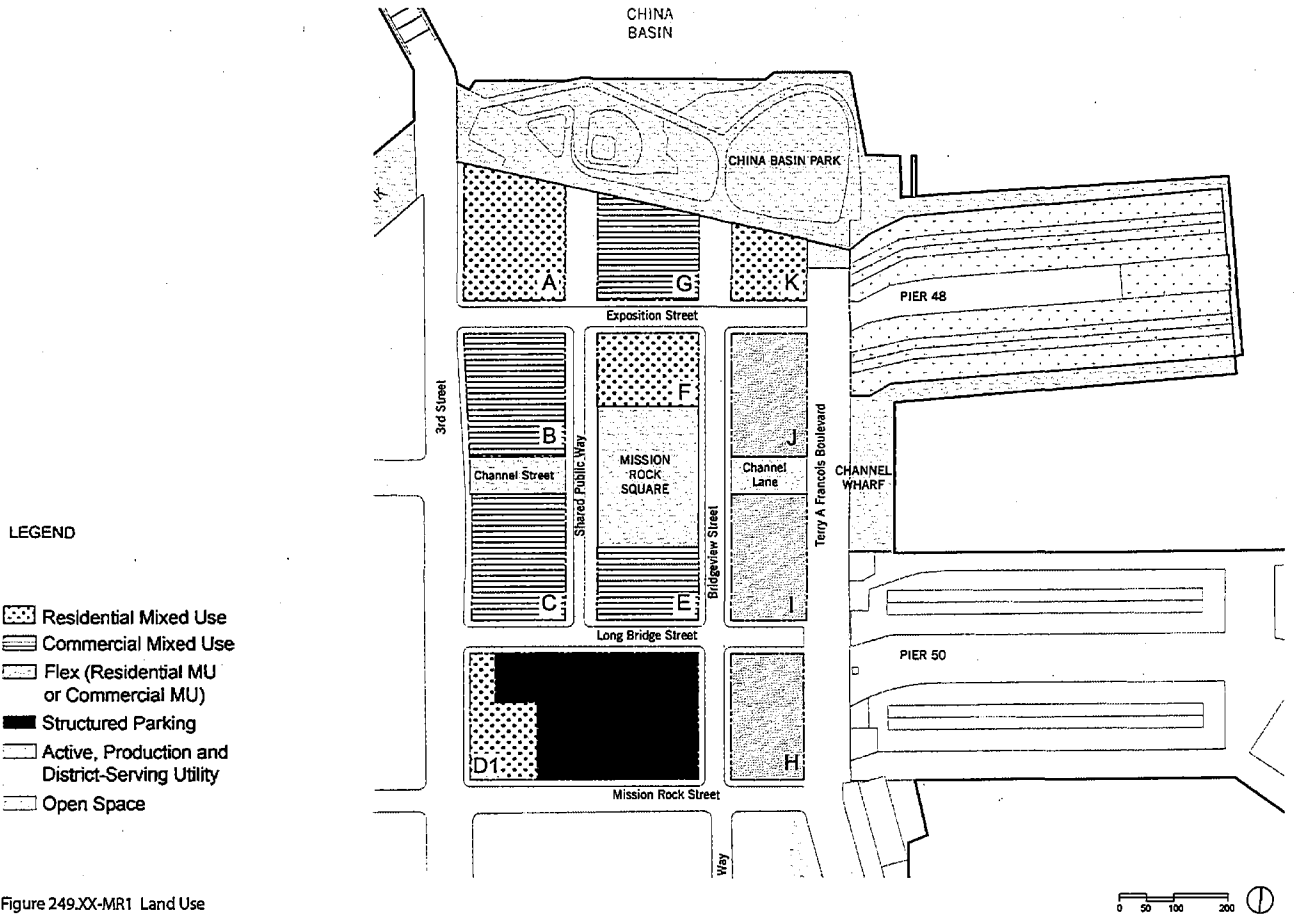
MARTIN M. RON ASSOCIATES, INC.
LAND SURVEYORS

859 HARRISON STREET
SAN FRANCISCO, CA. 94107
(415) 543-4500

S-9229-BNDY PLAT.DWG

DA EXHIBIT B

Site Plan



DA EXHIBIT C
Project Approvals

1. **Final Environmental Impact Report**, Planning Dept. Case No. 2013.0208ENV
 - Certify FEIR and adopt CEQA Findings: Planning Commission Motion No. 20017 and Motion No. 20018, October 5, 2017
 - Adopt CEQA Findings and MMRP: Port Resolution No. _____
 - Affirm Planning Commission's certification of FEIR and adopt CEQA Findings and MMRP: Board of Supervisors Resolution No. _____
2. **Planning Code and Zoning Map amendments**
 - Recommend: Planning Commission Resolution No. 20019, October 5, 2017
 - Consent: Port Resolution No. _____
 - Approve: Board of Supervisors Ordinance No. _____
3. **Development Agreement and amendments and waivers of specified provisions of the Administrative and Subdivision Codes**
 - Recommend: Planning Commission Resolution No. 20020, October 5, 2017
 - Consent: Port Resolution No. _____
 - Consent: SFPUC Resolution No. _____
 - Consent: SFMTA Resolution No. _____
 - Approve: Board of Supervisors Ordinance No. _____
4. **Mission Rock Design Controls**
 - Approve: Planning Commission Motion No. 20021, October 5, 2017
 - Approve: Port Resolution No. _____
5. **Master Lease**
 - Adopt public trust findings, approve, and recommend: Port Resolution No. _____
 - Adopt public trust findings and approve under Charter § 9.118: Board of Supervisors Resolution No. _____
6. **Disposition and Development Agreement and form of Parcel Lease**
 - Adopt public trust findings, approve, and recommend: Port Resolution No. _____
 - Approve under Charter § 9.118: Board of Supervisors Resolution No. _____
7. **Waterfront Land Use Plan / Waterfront Design and Access Element amendments**
 - Adopt public trust findings and approve: Port Resolution No. _____
8. **Infrastructure Financing District Project Area I**
 - Adopt public trust findings, approve, and recommend: Port Resolution No. _____
 - Approve: Board of Supervisors Ordinance Nos. _____
9. **Memorandum of Understanding re Interagency Cooperation**
 - Approve and recommend: Port Resolution No. _____
 - Adopt CEQA Findings and Consent: SFMTA Board Resolution No. _____

- Adopt CEQA Findings and Consent: SFPUC Resolution No. _____
 - Approve: Board of Supervisors Resolution No. _____
- 10. Memorandum of Understanding re Collection and Allocation of Taxes**
- Approve: Port Resolution No. _____
 - Approve: Board of Supervisors Resolution No. _____
- 11. Mission Rock South Redevelopment Plan Amendment, OPA Amendment, and Design for Development Plan Amendment**
- Approve: OCII Commission Resolution No. _____
 - Approve: Board of Supervisors Ordinance No. ____

DA EXHIBIT D
Chapter 56 as of Reference Date

CHAPTER 56: DEVELOPMENT AGREEMENTS xx

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Print

San Francisco Administrative Code

CHAPTER 56:
DEVELOPMENT AGREEMENTS

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SEC. 56.1. FINDINGS.

The Board of Supervisors ("Board") concurs with the State Legislature in finding that:

(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning and development of infrastructure and public facilities which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant/developer for a development project that upon approval of the project, the applicant/developer may proceed with the project in accordance with specified policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.2. PURPOSE AND APPLICABILITY.

(a) The purpose of this Chapter is to strengthen the public planning process by encouraging private participation in the achievement of comprehensive planning goals and reducing the economic costs of development. A development agreement reduces the risks associated with development, thereby enhancing the City's ability to obtain public benefits beyond those achievable through existing ordinances and regulations. To accomplish this purpose the procedures, requirements and other provisions of this Chapter are necessary to promote orderly growth and development (such as, where applicable and appropriate, provision of housing, employment and small business opportunities to all segments of the community including low income persons, minorities and women), to ensure provision for adequate public services and facilities at the least economic cost to the public, and to ensure community participation in determining an equitable distribution of the benefits and costs associated with development.

(b) Such agreements shall only be used for (1) affordable housing developments or (2) large multi-phase and/or mixed-use developments involving public improvements, services, or facilities installations, requiring several years to complete, as defined below in Section 56.3, or a housing development with a minimum of 1,000 units, as defined below in Section 56.3; or (3) rental housing developments with on-site affordable units, as defined below in Section 56.3.

(Added by Ord. 372-88, App. 8/10/88, amended by Ord. 67-05, File No. 041748, App. 4/15/2006; Ord. 312, File No. 100046, App. 12/23/2010)

SEC. 56.3. DEFINITIONS.

The following definitions shall apply for purposes of this Chapter:

(a) "Affordable housing development" shall mean for purposes of Section 56.2(b)(1), any housing development which has a minimum of 30 percent of its units affordable to low income households, and a total of 60 percent of its units affordable to households, as defined by the U.S. Census, whose immediate household income does not exceed 120 percent of the median household income for the San Francisco Primary Metropolitan Statistical Area, with the remaining 40 percent of its units unrestricted as to affordability. For purposes of this definition of "affordable housing development," "low income" shall mean the income of households, as defined by the U.S. Census whose immediate household income does not exceed 80 percent of the median household income for the San Francisco Primary Metropolitan Statistical Area. "Median household income" for the San Francisco Primary Metropolitan Statistical Area shall be as determined by the U.S. Department of Housing and Urban Development and adjusted according to the determination of that Department and published from time to time. In the event that such income determinations are no longer published by the Department of Housing and Urban Development, median household income shall mean the median gross yearly income of a household in the City and County of San Francisco, adjusted for household size, as published periodically by the California Department of Housing and Community Development. Such affordable housing development may include neighborhood commercial facilities which are physically and financially an integral part of the affordable housing project and which will provide services to local residents.

(b) "Applicant/Developer" shall mean a person or entity who has legal or equitable interest in the real property which is the subject of the proposed or executed development agreement for an "affordable housing development" or a "large multi-phase and/or mixed-use development," as those terms are defined herein, or such person's or entity's authorized agent or successor in interest; provided, however, that an entity which is subject to the requirements of City Planning Code Section 304.5 relating to institutional master plans does not qualify as an applicant for a development agreement.

(c) "Collateral agreement" shall mean a written contract entered into by the applicant/developer and/or governmental agencies with other entities (including, but not limited to, community coalitions) for the purpose of having said entities provide for and implement social, economic, or environmental benefits or programs, provided, however, that such term does not include agreements between the applicant/developer or governmental agencies and (1) construction contractors and subcontractors, (2) construction managers, (3) material suppliers, and (4) architects, engineers, and lawyers for customary architectural, engineering or legal services.

(d) "Commission" shall mean the Planning Commission.

(e) "Director" shall mean the Director of the Planning Department.

(f) "Housing development with a minimum of 1,000 units" shall mean a proposed residential development project which: (1) is on a site which exceeds two and one-half acres in area, (2) includes two or more buildings to be constructed on the site, and (3) includes a proposal for constructing or participating in providing, either off-site or on-site, public improvements, facilities, or services beyond those achievable through existing ordinances and regulations.

(g) "Large multi-phase and/or mixed-use development" shall mean a proposed development project which: (1) is on a site which exceeds five acres in area, (2) includes two or more buildings to be constructed sequentially on the site, and (3) includes a proposal for constructing or participating in providing, either off-site or on-site, public improvements, facilities, or services beyond those achievable through existing ordinances and regulations.

(h) "Material modification" shall mean any proposed amendment or modification to either a proposed development agreement approved by the Commission, or a previously executed development agreement, which amendment or modification is otherwise required by the terms of the development agreement, which changes any provision thereof regarding the following: (1) duration of the agreement; (2) permitted uses of the subject property; (3) density or intensity of the permitted uses; (4) location, height or size of any structures, buildings, or major features; (5) reservation or dedication of land; (6) any conditions, terms, restrictions and requirements relating to subsequent discretionary actions as to design, improvements, construction standards and specifications; (7) any other condition or covenant relating to the financing or phasing of the development which substantially modifies the use of the property, the phasing of the development, or the consideration exchanged between the parties as recited in the proposed development agreement; (8) the type, number, affordability level, and/or tenure of any proposed affordable housing as well as any change as to performance of such public benefits, including but not limited to timing, phasing, method of performance or parties involved; or (9) any other terms or conditions of the development agreement if the development agreement provides that amendment of said specified term or condition would be a material modification.

(i) "Minor modification" shall mean any amendment or modification to the development agreement which relates to any provision not deemed to be a "material modification."

(j) "Rental housing developments with on-site affordable units" shall mean a proposed residential development project the project sponsor of which covenants to provide on-site units to satisfy the Inclusionary Affordable Housing Program, as set forth in Planning Code Sections 415—417, as an alternative to payment of the Affordable Housing Fee.

(Added by Ord. 372-88, App. 8/10/88, amended by Ord. 67-05, File No. 0-17-88, App. 4/15/2005, Ord. 312, File No. 100046, App. 12/23/2010)

SEC. 56.4. FILING OF APPLICATION; FORMS; INITIAL NOTICE AND HEARING.

(a) The Director may prescribe the form of the application for the preparation and implementation of development agreements.

(b) The applicant must list on the application the anticipated public benefits which would exceed those required by existing ordinances and regulations. The public benefits ultimately provided by an approved development agreement may differ from those initially identified by the applicant/developer. The Director may require an applicant/developer to submit such additional information and supporting data as the Director considers necessary to process the application; provided, however, that the Director shall not require the applicant/developer to submit, as part of the application, special studies or analyses which the Director would customarily obtain through the environmental review process.

(c) The Director shall endorse the application the date it is received. If the Director finds that the application is complete, the Director shall (1) accept the application for filing, (2) publish notice in the official newspaper of acceptance of said application, (3) make the application publicly available, and (4) schedule a public hearing before the Commission within 30 days following receipt of a completed application. At said public hearing, the

Director shall make a recommendation with respect to the fee to be paid by the applicant/developer as set forth in Section 56.20(b).

(Added by Ord. 373-88, App. 8/10/88)

SEC. 56.5. FORM OF AGREEMENT.

A proposed development agreement, and any modifications or amendments thereto, must be approved as to form by the City Attorney prior to any action by the Director, Commission or Board of Supervisors.

(Added by Ord. 373-88, App. 8/10/88)

SEC. 56.6. SIGNATORIES TO THE DEVELOPMENT AGREEMENT.

(a) **Applicant.** Only an applicant/developer, as that term is defined in Section 56.3, may file an application to enter into a development agreement.

(b) **Governmental Agencies.** In addition to the City and County of San Francisco and the applicant/developer, any federal, State or local governmental agency or body may be included as a party or signatory to any development agreement.

(Added by Ord. 373-88, App. 8/10/88)

SEC. 56.7. CONTENTS OF DEVELOPMENT AGREEMENT.

(a) **Mandatory Contents.** A development agreement, by its express terms or by reference to other documents, shall specify (1) the duration of the agreement, (2) the permitted uses of the property, (3) the density or intensity of use, (4) the maximum height and size of proposed buildings, (5) the provisions for reservation or dedication of land for public purposes, (6) for any project proposing housing, the number, type, affordability and tenure of such housing, (7) the public benefits which would exceed those required by existing ordinances and regulations, and (8) nondiscrimination and affirmative action provisions as provided in subsection (c) below.

(b) **Permitted Contents.** The development agreement may (1) include conditions, terms, restrictions, and requirements for subsequent discretionary actions, (2) provide that construction shall be commenced within a specified time and that the project or any phase thereof be completed within a specified time, (3) include terms and conditions relating to applicant/developer and/or City financing or necessary public facilities and subsequent reimbursement by other private party beneficiaries, (4) require compliance with specified terms or conditions of any collateral agreements pursuant to Section 56.11, and (5) include any other terms or conditions deemed appropriate in light of the facts and circumstances.

(c) **Nondiscrimination/Affirmative Action Requirements.**

(1) **Nondiscrimination Provisions of the Development Agreement.** The development agreement shall include provisions obligating the applicant/developer not to discriminate on the grounds, or because of, race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), against any employee of, or applicant for employment with the applicant/developer or against any bidder or contractor for public works or improvements, or for a franchise, concession or lease of property, or for goods or services or supplies to be purchased by applicant/developer. The development agreement shall require that a similar provision be included in all subordinate agreements let, awarded, negotiated or entered into by the applicant/developer for the purpose of implementing the development agreement.

(2) **Affirmative Action Program.** The development agreement shall include a detailed affirmative action and employment and training program (including without limitation, programs relating to women, minority and locally-owned business enterprises), containing goals and timetables and a program for implementation of the affirmative action program. For example, programs such as the following may be included:

- (i) Apprenticeship where approved programs are functioning, and other on-the-job training for a nonapprenticeable occupation;
 - (ii) Classroom preparation for the job when not apprenticeable;
 - (iii) Preapprenticeship education and preparation;
 - (iv) Upgrading training and opportunities;
 - (v) The entry of qualified women and minority journeymen into the industry; and
 - (vi) Encouraging the use of contractors, subcontractors and suppliers of all ethnic groups, and encouraging the full and equitable participation of minority and women business enterprises and local businesses (as defined in Section 12D of this Code and implementing regulations) in the provision of goods and services on a contractual basis.
- (3) **Reporting and Monitoring.** The development agreement shall specify a reporting and monitoring process to ensure compliance with the non-discrimination and affirmative action requirements. The reporting and monitoring process shall include, but not be limited to, requirements that:
- (i) A compliance monitor who is not an agent or employee of the applicant/developer be designated to report to the Director regarding the applicant/developer's compliance with the nondiscrimination and affirmative action requirements;
 - (ii) The applicant/developer permit the compliance monitor or the Director or his designee reasonable access to pertinent employment and contracting records, and other pertinent data and records, as specified in the Development Agreement for the purpose of ascertaining compliance with the nondiscrimination and affirmative action provisions of the development agreement;
 - (iii) The applicant/developer annually file a compliance report with the compliance monitor and the Director detailing performance pursuant to its affirmative action program, and the compliance monitor annually reports its findings to the Director; such reports shall be included in and subject to the periodic review procedure set forth in Sec. 56.17.

(Added by Ord. 372-88, App. 3/10/88)

SEC. 56.8. NOTICE.

The Director shall give notice of intention to consider adoption, amendment, modification, or termination of a development agreement for each public hearing required to be held by the Commission under this Chapter. The Clerk of the Board of Supervisors shall give such notice for each public hearing required to be held by the Board of Supervisors. Such notices shall be in addition to any other notice as may be required by law for other actions to be considered concurrently with the development agreement.

(a) **Form of Notice.**

- (1) The time and place of the hearing;
- (2) A general summary of the terms of the proposed development agreement or amendment to be considered, including a general description of the area affected, and the public benefits to be provided; and
- (3) Other information which the Director, or Clerk of the Board of Supervisors, considers necessary or desirable.

(b) **Time and Manner of Notice.**

- (1) **Publication and Mailing.** Notice of hearing shall be provided in the same manner as that required in City Planning Code Section 365.3 for amendments to that Code which would reclassify land; where mailed notice is otherwise required by law for other actions to be considered concurrently with the development agreement, notice of a public hearing before the Commission on the development agreement shall be included

on the next Commission calendar to be mailed following the date of publication of notice in the official newspaper.

(2) **Notice to Local Agencies.** Notice of the hearing shall also be mailed at least 10 days prior to the hearing to any local public agency expected to provide water, transit, sewage, streets, schools, or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected by the development agreement.

(c) **Failure to Receive Notice.** The failure of any person to receive notice required by law does not affect the authority of the City and County of San Francisco to enter into a development agreement.

(Added by Ord. 372-88, App. 8/10/88, amended by Ord. 59-91, App. 2/27/91)

SEC. 56.9. RULES GOVERNING CONDUCT OF HEARING.

The Commission's public hearing on the proposed development agreement shall be conducted in accordance with the procedure for the conduct of reclassification hearings as provided in Subsections (b) and (c) of Section 306.4 of the City Planning Code. Such public hearing on the proposed development agreement shall be held prior to or concurrently with the public hearing for consideration of any other Commission action deemed necessary to the approval or implementation of the proposed development agreement, unless the Commission determines, after a duly noticed public hearing pursuant to Section 56.8, that proceeding in a different manner would further the public interest; provided, however, that any required action under the California Environmental Quality Act shall not be affected by this Section.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.10. DEVELOPMENT AGREEMENT NEGOTIATION REPORT AND DOCUMENTS.

(a) **Report.** The Director shall prepare a report on development agreement negotiations between the applicant and the City and County of San Francisco (City), which report shall be distributed to the Commission and Board of Supervisors, and shall be available for public review 20 days prior to the first public hearing on the proposed development agreement. Said report shall include, for each negotiation session between the applicant and the City: (1) an attendance list; (2) a summary of the topics discussed; and (3) a notation as to any terms and conditions of the development agreement agreed upon between the applicant and the City.

(b) **Documents.** The Director shall (1) maintain a file containing documents exchanged between the applicant/developer and the City's executive offices and departments; and (2) endeavor to obtain copies and maintain a list of all correspondence which executive offices and departments received from and sent to the public relating to the development agreement. The Director shall make said documents and the correspondence list available for public review 30 days prior to the first public hearing on the proposed development agreement.

(c) **Update of Report, Documents, and Correspondence List.** The Director shall update the negotiation session report and the correspondence list, and continue to maintain a file of documents exchanged between the applicant/developer and the City until a development agreement is finally approved. The Director shall make the updated report, correspondence list, and documents available to the public at least five working days before each public hearing on the proposed development agreement.

(d) **Remedies.** No action, inaction or recommendation regarding the proposed development agreement shall be held void or invalid or be set aside by a court by reason of any error, irregularity, informality, neglect or omission ("error") which may occur with respect to City compliance with this Section 56.10. This section is not intended to affect rights and remedies with respect to public records otherwise provided by law.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.11. COLLATERAL AGREEMENTS.

(a) **Filing.** In order to qualify for consideration under the provisions of this section, the party to the collateral agreement seeking such consideration must: (1) submit a copy of the executed collateral agreement to the Director, (2) identify the specific terms and conditions of said collateral agreement which said party believes are necessary to achieve the public purposes sought to be achieved by the City and County through the development agreement process, and (3) provide contemporaneous notice to any other party or parties to the collateral agreement or the development agreement that a request for consideration pursuant to this section was filed. The Director shall forward copies of all collateral agreements received to the City Attorney's Office for review.

(b) **Recommendation of the Director Prior to the First Public Hearing on the Proposed Development Agreement.**

(1) The Director is obligated to consider and make a recommendation only as to those collateral agreements which satisfy the provisions of Section 56.11(a) above, and which are received by the Director within seven days after the date of publication of notice of the first hearing on the proposed development agreement. The Director shall consider those collateral agreements which are on the list provided pursuant to Section 56.11(d) below.

(2) With respect to collateral agreements received pursuant to the provisions set forth above, the Director shall prepare a report to the Commission on said collateral agreements. If the Director finds that applicant compliance with certain specified terms or conditions of said collateral agreements is necessary to achieve the public purposes sought by the City through the development agreement process, then the Director shall recommend that such terms or conditions be incorporated into the proposed development agreement. If the Director recommends incorporation into the development agreement of any terms or conditions of any collateral agreements, then the Director's report shall also note whether the other party or parties to the collateral agreement or proposed development agreement objects, and the basis for that objection.

(3) The provisions of this section are not intended to limit the power of the Commission or the Board to amend the proposed development agreement to incorporate terms or conditions of collateral agreements.

(c) **Annual Recommendation of the Director.** After execution of a development agreement,

(1) The Director shall consider and make a recommendation as to those collateral agreements which satisfy the provisions of Section 56.11(a) above, and which are received 30 days prior to the date scheduled for periodic review, as determined pursuant to Section 56.17(a). The Director shall consider those collateral agreements which are on the list provided pursuant to Section 56.11 (d) below.

(2) With respect to collateral agreements received pursuant to the provisions set forth above, the Director shall prepare a report to the Commission on said collateral agreements. The Director shall also consult with the applicant/developer concerning said collateral agreements. If the Director finds that applicant/developer compliance with certain specified terms or conditions of said collateral agreements would substantially further attainment of the public purposes which were recited as inducement for entering into the development agreement, then the Director shall recommend that the Commission propose an amendment to the development agreement to incorporate said terms and conditions. If the Director recommends proposal of an amendment to incorporate into the development agreement specified terms or conditions of any collateral agreements, then the Director's report shall also note whether the other party or parties to the collateral agreement or development agreement objects, and the basis for that objection.

(d) **Applicant/Developer Disclosure of Collateral Agreements.**

(1) At least 21 days prior to the first hearing on the proposed development agreement, the applicant/developer shall provide the Director, for the Director's consideration, a list of all collateral agreements as defined in Section 56.3(c) that have been entered into by the applicant/developer.

(2) At least 30 days prior to the date scheduled for periodic review pursuant to Section 56.17(a), the applicant/developer shall provide the Director, for the Director's consideration, an update to the list prepared pursuant to Subsection (d)(1) above, or any previous list prepared pursuant to this Subsection (d)(2), as

applicable, identifying all such collateral agreements entered into subsequent to the date of the first list, or subsequent updates, as appropriate.

(Added by Ord. 372-88, App. 2/10/88)

SEC. 56.12. IRREGULARITY IN PROCEEDINGS.

No action, inaction or recommendation regarding the proposed development agreement or any proposed amendment shall be held void or invalid or be set aside by a court by reason of any error, irregularity, informality, neglect or omission ("error") as to any matter pertaining to the application, notice, finding, record, hearing, report, summary, recommendation, or any matters of procedure whatever unless after an examination of the entire record, the court is of the opinion that the error complained of was prejudicial and that by reason of the error the complaining party sustained and suffered substantial injury, and that a different result would have been probable if the error had not occurred or existed. There is no presumption that error is prejudicial or that injury resulted if error is shown.

(Added by Ord. 372-88, App. 2/10/88)

SEC. 56.13. DETERMINATION BY COMMISSION.

(a) **Public Hearing.** The Commission shall hold a public hearing to consider and act on a proposed development agreement after providing notice as required under Section 56.8.

(b) **Recommendations to Board of Supervisors.** Following the public hearing, the Commission may approve or disapprove the proposed development agreement, or may modify the proposed development agreement as it determines appropriate. The Commission shall make its final recommendation to the Board of Supervisors which shall include the Commission's determination of whether the development agreement proposed is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable area or specific plan, and the priority policies enumerated in City Planning Code Section 101.1. The decision of the Commission shall be rendered within 90 days from the date of conclusion of the hearing; failure of the Commission to act within the prescribed time shall be deemed to constitute disapproval.

(Added by Ord. 372-88, App. 2/10/88)

SEC. 56.14. DECISION BY BOARD OF SUPERVISORS.

(a) **Action by Board of Supervisors.** The Board of Supervisors shall hold a public hearing on the proposed development agreement approved by the Commission. After the Board of Supervisors completes its public hearing, it may approve or disapprove the proposed development agreement recommended by the Commission. If the Commission disapproves the proposed development agreement, that decision shall be final unless the applicant/developer appeals the Commission's determination to the Board of Supervisors. The applicant/developer may appeal by filing a letter with the Clerk of the Board of Supervisors within 10 days following the Commission's disapproval of the proposed development agreement. The procedures for the Board's hearing and decision shall be the same as those set forth in City Planning Code Sections 308.1(c) and 308.1(d) with respect to an appeal of a Commission disapproval of a City Planning Code amendment initiated by application of one or more interested property owners.

(b) **Material Modification of the Commission's Recommended Development Agreement.** The Board of Supervisors may adopt a motion proposing a material modification to a development agreement recommended by the Commission, as defined in Section 56.3 herein. In such event, the material modification must be referred back to the Commission for report and recommendation pursuant to the provisions of Subdivision (c) below. However, if the Commission previously considered and specifically rejected the proposed material modification, then such modification need not be referred back to the Commission. The Board of Supervisors may adopt any minor modification to the proposed development agreement recommended by the Commission which it determines appropriate without referring the proposal back to the Commission.

(c) **Consideration of Material Modification By the Commission.** The Commission shall hold a public hearing and render a decision on any proposed material modification forwarded to the Commission by motion of the Board within 90 days from the date of referral of the proposed modification by the Board to the Commission; provided, however, if the Commission has not acted upon and returned the proposed material modification within such 90 day period, the proposal shall be deemed disapproved by the Commission unless the Board, by resolution, extends the prescribed time within which the Commission is to render its decision.

(d) **Effect of Commission Action on Proposed Material Modification.** The Board of Supervisors shall hold public hearing to consider the Commission's action on the proposed material modification. If the Commission approves the Board's proposed material modification, the Board may adopt the modification to the agreement by majority vote. If the Commission disapproves the Board's proposed material modification, or has previously specifically rejected the proposed material modification, then the Board may adopt the material modification to the development agreement by a majority vote, unless said modification would reclassify property or would establish, abolish, or modify a setback line, in which case the modification may be adopted by the Board only by a vote of not less than of all of the members of said Board.

(e) **Consistency With General and Specific Plans.** The Board of Supervisors may not approve the development agreement unless it receives the Commission's determination that the agreement is consistent with the Master Plan, any applicable area or specific plan and the Priority Policies enumerated in City Planning Section 161.1.

(f) **Approval of Development Agreement.** If the Board of Supervisors approves the development agreement, it shall do so by the adoption of an ordinance. The Board of Supervisors may not vote on the development agreement ordinance on second reading unless the final version of the development agreement ordinance is available for public review at least two working days prior to the second reading. The development agreement shall take effect upon its execution by all parties following the effective date of the ordinance.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91)

SEC. 56.15. AMENDMENT AND TERMINATION OF AN EXECUTED DEVELOPMENT AGREEMENT BY MUTUAL CONSENT.

(a) The development agreement may further define the extent to which changes in the project will require an amendment to the development agreement.

(b) Either the applicant/developer or the City and County may propose an amendment to, or cancellation in whole or in part of, any development agreement. Any amendment or cancellation shall be by mutual consent of the parties, except as otherwise provided in the development agreement or in Section 56.16.

(c) The procedure for proposing and adopting an amendment which constitutes (1) a material modification, (2) the termination in whole or in part of the development agreement, or (3) a minor modification which the Commission or Board has requested to review pursuant to subsection (d) below, shall be the same as the procedure for entering into an agreement in the first instance, including, but not limited to, the procedures described in Section 56.4, above.

(d) Any proposed amendment or modification to the development agreement which would constitute a minor modification shall not require a noticed public hearing before the parties may execute an amendment to the agreement. The Director may commit to a minor modification on behalf of the City if the following conditions are satisfied:

(1) The Director has reached agreement with the other party or parties to the development agreement regarding the modification;

(2) The Director has: (i) notified the Commission and the Board; (ii) caused notice of the amendment to be published in the official newspaper and included on the Commission calendar; (iii) caused notice to be mailed to the parties to a collateral agreement if specific terms or conditions of said collateral agreement were

incorporated into the development agreement and said terms or conditions would be modified by said minor modification; and (iv) caused notice to be mailed to persons who request to be so notified; and

(5) No member of either the Board or Commission has requested an opportunity to review and consider the minor modification within 14 days following receipt of the Director's notice. Upon expiration of the 14-day period, in the event that neither entity requests a hearing, the decision of the Director shall be final.

(Added by Ord. 373-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91)

SEC. 56.16. RECORDATION OF DEVELOPMENT AGREEMENTS AMENDMENT OR TERMINATION.

(a) Within 10 days after the execution of the development agreement, or any amendments thereto, the Clerk of the Board of Supervisors shall have the agreement recorded with the County Recorder.

(b) If the parties to the agreement or their successors in interest amend or terminate the agreement as provided herein, or if the Board of Supervisors terminates or modifies the agreement as provided herein for failure of the applicant/developer to comply in good faith with the terms or conditions of the agreement, the Clerk of the Board of Supervisors shall have notice of such action recorded with the County Recorder.

(Added by Ord. 373-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91)

SEC. 56.17. PERIODIC REVIEW.

(a) **Time for and Initiation of Review.** The Director shall conduct a review in order to ascertain whether the applicant/developer has in good faith complied with the development agreement. The review process shall commence at the beginning of the second week of January following final adoption of a development agreement, and at the same time each year thereafter for as long as the agreement is in effect. The applicant/developer shall provide the Director with such information as is necessary for purposes of the compliance review.

Prior to commencing review, the Director shall provide written notification to any party to a collateral agreement which the Director is aware of pursuant to Sections 56.11(a) and (d), above. Said notice shall summarize the periodic review process, advising recipients of the opportunity to provide information regarding compliance with the development agreement. Upon request, the Director shall make reasonable attempts to consult with any party to a collateral agreement if specified terms and conditions of said agreement have been incorporated into the development agreement. Any report submitted to the Director by any party to a collateral agreement, if the terms or conditions of said collateral agreement have been incorporated into the development agreement, shall be transmitted to the Commission and/or Board of Supervisors.

(b) **Finding of Compliance by Director.** If the Director finds on the basis of substantial evidence, that the applicant/developer has complied in good faith with the terms and conditions of the agreement, the Director shall notify the Commission and the Board of Supervisors of such determination, and shall at the same time cause notice of the determination to be published in the official newspaper and included on the Commission calendar. If no member of the Commission or the Board of Supervisors requests a public hearing to review the Director's determination within 14 days of receipt of the Director's notice, the Director's determination shall be final. In such event, the Director shall issue a certificate of compliance, which shall be in recordable form and may be recorded by the developer in the official records. The issuance of a certificate of compliance by the Director shall conclude the review for the applicable period.

(c) **Public Hearing Required.** If the Director determines on the basis of substantial evidence that the applicant/developer has not complied in good faith with the terms and conditions of the development agreement, or otherwise determines that the public interest would be served by further review, or if a member of the Commission or Board of Supervisors requests further review pursuant to Subsection (b) above, the Director shall make a report to the Commission which shall conduct a public hearing on the matter. Any such public hearing must be held no sooner than 30 days, and no later than 60 days, after the Commission has received the

Director's report. The Director shall provide to the applicant/developer (1) written notice of the public hearing scheduled before the Commission at least 30 days prior to the date of the hearing, and (2) a copy of the Director's report to the Commission on the date the report is issued.

(d) **Findings Upon Public Hearing.** At the public hearing, the applicant/developer must demonstrate good faith compliance with the terms of the development agreement. The Commission shall determine upon the basis of substantial evidence whether the applicant/developer has complied in good faith with the terms of the development agreement.

(e) **Finding of Compliance by Commission.** If the Commission, after a hearing, determines on the basis of substantial evidence that the applicant/developer has complied in good faith with the terms and conditions of the agreement during the period under review, the Commission shall instruct the Director to issue a certificate of compliance, which shall be in recordable form, may be recorded by the applicant/developer in the official records, and which shall conclude the review for that period; provided that the certificate shall not be issued until after the time has run for the Board to review the determination. Such determination shall be reported to the Board of Supervisors. Notice of such determination shall be transmitted to the Clerk of the Board of Supervisors within three days following the determination. The Board may adopt a motion by majority vote to review the decision of the Planning Commission within 10 days of the date after the transmittal. A public hearing shall be held within 30 days after the date that the motion was adopted by the Board. The Board shall review all evidence and testimony presented to the Planning Commission, as well as any new evidence and testimony presented at or before the public hearing. If the Board votes to overrule the determination of the Planning Commission, and refuses to approve issuance of a certificate of compliance, the Board shall adopt written findings in support of its determination within 10 days following the date of such determination. If the Board agrees with the determination of the Planning Commission, the Board shall notify the Planning Director to issue the certificate of compliance.

(f) **Finding of Failure of Compliance.** If the Commission after a public hearing determines on the basis of substantial evidence that the applicant/developer has not complied in good faith with the terms and conditions of the agreement during the period under review, the Commission shall either (1) extend the time for compliance upon a showing of good cause; or (2) shall initiate proceedings to modify or terminate the agreement pursuant to Section 56.18.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 59-91, App. 3/27/91; Ord. 287-96, App. 7/12/96)

SEC. 56.18. MODIFICATION OR TERMINATION.

(a) If the Commission, upon a finding pursuant to Subdivision (f) of Section 56.17, determines that modification of the agreement is appropriate or that the agreement should be terminated, the Commission shall notify the applicant/developer in writing 30 days prior to any public hearing by the Board of Supervisors on the Commission's recommendations.

(b) **Modification or Termination.** If the Commission, upon a finding pursuant to Subdivision (f) of Section 56.17, approves and recommends a modification or termination of the agreement, the Board of Supervisors shall hold a public hearing to consider and determine whether to adopt the Commission recommendation. The procedures governing Board action shall be the same as those applicable to the initial adoption of a development agreement; provided, however, that consent of the applicant/developer is not required for termination under this section.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.19. LIMITATION ON ACTIONS.

(a) Any decision of the Board pursuant to this Chapter shall be final. Any court action or proceeding to attack, review, set aside, void or annul any final decision or determination by the Board shall be commenced within 90 days after (1) the date such decision or determination is final, or (2) when acting by ordinance, after the ordinance is signed by the Mayor, or is otherwise finally approved.

(b) Any court action or proceeding to attack, review, set aside, void or annul any final decision or determination by (1) the Director pursuant to Section 56.15(d)(iii), or (2) the Commission pursuant to Section 56.17(e) shall be commenced within 90 days after said decision is final.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.20. FEE.

In order to defray the cost to the City and County of San Francisco of preparing, adopting, and amending a development agreement, a fee shall be charged and collected in accord with the procedures described below:

(a) **Cost Estimate and Application Report.** The reasonable costs to the various departments of the City and County of San Francisco including, but not limited to, the Planning Department, the Department of Public Works, the Mayor's Office of Housing, the Real Estate Department and the City Attorney's Office for staff time, necessary consultant services and associated costs of materials and administration will vary according to the size and complexity of the project. Accordingly, upon receipt of an application for a development agreement, the Planning Department, after consultation with the applicant/developer, any other parties identified in the application as parties to the proposed development agreement, and the affected City and County departments, shall prepare an estimated budget of the reasonable costs to be incurred by the City and County (1) in the preparation and adoption of the proposed development agreement, and (2) in the preparation of related documents where the costs incurred are not fully funded through other City fees or funds; provided, however, that if the projected time schedule exceeds one year, then the estimated budget shall be prepared for the initial 12-month period only, and the estimated budgets for any subsequent 12-month time periods shall be prepared prior to the end of the prior 12-month period.

The Director shall also prepare a report for the Commission and Board describing the application, the anticipated public benefits listed in the application pursuant to Section 56.4(b), and the projected time schedule for development agreement negotiations.

(b) **Commission and Board of Supervisors Consideration.** The Commission shall recommend to the Board of Supervisors that a fee be imposed of a specified amount after reviewing the cost estimate prepared by the Director and conducting a public hearing pursuant to Section 56.4(c). If the Board of Supervisors approves the fee amount by resolution, the fee shall be paid within 30 days after the effective date of the resolution. The fee shall be paid in a single installment or, at the discretion of the Director, in four equal installments, payable periodically over the estimated time frame for which the estimated budget has been prepared, with the first installment due within 30 days after the effective date of the fee resolution.

(c) **Deposit.** The applicant/developer may prepay up to 50 percent of the amount of the fee (as calculated in the Director's estimated budget) into a Development Agreement Fund established for that purpose to enable the affected City Departments and agencies to begin work on the application. Such funds shall be deemed appropriated for the purposes identified in the cost estimate, and shall be credited against the final fee amount specified in the fee resolution if such resolution is ultimately adopted by the Board of Supervisors. If the Board fails to adopt such fee resolution, then the Controller shall return any prepaid funds remaining unexpended or unobligated to the applicant/developer. If the Board approves a fee amount which is less than the amount which the applicant/developer prepaid, then the Controller shall return that portion of the difference between the fee amount and the prepaid funds which remains unexpended or unobligated to the applicant/developer.

(d) **Development Agreement Fund.** There is hereby created a Development Agreement Fund wherein all funds received under the provisions of this section shall be deposited. All expenditures from the Fund shall be for purposes of reviewing the application for, or proposed material modification to, a development agreement and preparing the documents necessary to the approval of the development agreement, or a material modification thereto. Up to 50 percent of the annual cost estimate is hereby deemed appropriated for such purposes if the applicant/developer chooses to prepay such amount pursuant to Subsection (c) above. All other funds are subject to the budget and fiscal powers of the Board of Supervisors. Interest earned on such amounts deposited in said Fund shall accrue to the Fund for the purposes set forth herein. Upon the execution of a

development agreement, or withdrawal by an applicant/developer of its application, any unexpended or unobligated portion of the fee paid by the applicant/developer shall be returned to the applicant/developer.

(e) **Waiver for Affordable Housing.** The Board of Supervisors may, by resolution, waive all or a portion of the fee required pursuant to this section for affordable housing developments, as that term is defined in Section 56.3, only if it finds that such waiver is necessary to achieve such affordable housing development.

(f) **Other Fees.** Payment of fees charged under this section does not waive the fee requirements of other ordinances. The fee provisions set forth herein are not intended to address fees or funding for parties to collateral agreements.

(g) **Not Applicable to Rental Housing With On-Site Affordable Housing Units.** The hearings and fee required pursuant to this section shall not apply to development agreements entered into with project sponsors of rental housing developments with on-site affordable housing units as that term is defined in Section 56.3(j) if the provision of on-site affordable housing units is the primary purpose of the Development Agreement.

(Added by Ord. 372-88, App. 8/10/88; Ord. 312, File No. 100046, App. 12/23/2010)

MISSION ROCK INFRASTRUCTURE PLAN

DECEMBER 12, 2017

Prepared by



BKF Engineers
with assistance from the Seawall Lot 337 Association,
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1. INTRODUCTION

1.1 Purpose

This Infrastructure Plan is an exhibit to the Development Agreement (DA) between Sea Wall Lot 337 Associates, LLC (Developer) and City and County of San Francisco (City), and the Development and Disposition Agreement (DDA) between the Developer and the City, acting by and through the San Francisco Port Commission. The Infrastructure Plan describes the Horizontal Improvements (also referred to herein as Infrastructure), and the Infrastructure improvements to be constructed for the Mission Rock Development Project (Project), associated with Project sustainability, environmental remediation, demolition, grading, street and transportation improvements, open space and park improvements, the potable water system, the sanitary sewer system, the storm drain system, the auxiliary water supply system (AWSS), the central utility plant and eco-district system, the stormwater management system, and the dry utility system.

The Project site includes approximately 28 acres including the existing 14.2-acre Seawall Lot 337, the 0.3-acre lot known as Block P20, the 6.0-acre Pier 48, the 2.2-acre China Basin Park, 3.5-acre Terry A Francois Boulevard, 1.4-acre Pier 48 and 50 access zone, and 0.5-acre of Marginal Wharf. Initially capitalized terms unless separately defined in this Infrastructure Plan have the meanings and content set forth in the DDA and DA.

1.2 Infrastructure Plan Overview

This Infrastructure Plan describes and governs the construction and development of Infrastructure to be provided by Developer for the development of the Project on the Project Site, including known associated off-site improvements needed to support the Project.

The Project infrastructure obligations of the Acquiring Agencies, are described herein, with ownership, maintenance, and acceptance responsibilities of the Acquiring Agencies identified in the DA, DDA, or Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) per the terms of the Interagency Cooperation Agreement (ICA). A condition of the Developer's performance under this Infrastructure Plan is the obtaining of all requisite approvals in accordance with the DDA, DA and ICA.

1.3 Property Acquisition, Dedication, and Easements

The mapping, street vacations, property acquisition, dedication and acceptance of streets and other Infrastructure improvements is generally anticipated to occur through the subdivision mapping process. Except as otherwise noted, Infrastructure described in this Infrastructure Plan shall be constructed within the public right-of-way or dedicated easements to provide for access and maintenance of Infrastructure facilities.

Public service easements will be allowed within the Project as necessary to provide Infrastructure and services to the Project and are subject to review and approval by the affected City agency. Proposed public water, storm drain, sanitary sewer, recycled water, Auxiliary Water Supply System (AWSS), and power easements benefitting the San Francisco Public Utilities Commission (SFPUC) on Port property will be reviewed on a case-by-case basis. Full access for vehicles and equipment for the maintenance and repair of utility mains will be provided. Public utilities within easements will be installed in accordance with applicable City regulations for public acquisition and acceptance within public utility easement areas, including provisions for maintenance access. Where improvement standards proposed herein differ from the 2015 City and County of San Francisco Subdivision Regulations (Subdivision Regulations), such standards and Infrastructure shall be subject to design modification or exception requests and reviewed by the affected Acquiring Agencies during the Project Phase application or construction document approval process.

1.4 Project Datum

Elevations, including tidal elevations, hydraulic grade lines (HGLs), and site elevations, referred to herein, are based on the Mission Bay Datum (MBD). The MBD is defined as the Mission Bay Datum, which equates to the following:

- The Old City Datum (OCD) plus 100 feet
- The San Francisco Vertical Datum 13 (SFVD13) plus 88.7 feet
- The North American Vertical Datum 88 (NAVD88) plus 88.7 feet

The project will process a design modification or exception for using the MBD in compliance with the Subdivision Regulations.

1.5 Conformance with EIR & Entitlements

This Infrastructure Plan has been developed to be consistent with Project mitigation measures required by the Draft Environmental Impact Report (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.

1.6 Applicability of Uniform Codes and Infrastructure Standards

Future deviations from or modifications to this Infrastructure Plan and/or current City Standards, Guidelines, and Codes are subject to the procedures and provisions of the DA and DDA.

1.7 Master Plans

Each publicly-owned or accepted Infrastructure system described herein will be more fully described and evaluated in Master Utility Plans (MUPs), which will be submitted to the Acquiring Agencies upon substantial completion of the Infrastructure Plan. The MUPs provide detailed layouts of each Infrastructure system. The Infrastructure Plan is to be approved by the Acquiring Agencies as part of the DA and DDA approval processes. Approval of this Infrastructure Plan does not imply approval of the MUPs, which will be approved after DA and DDA execution and prior to submittal of street improvement plans for the first phase of development.

1.8 Project Phasing

It is anticipated that the Mission Rock site will be developed in several phases (Development Phase(s)) subject to the approval process outlined in the DA, DDA, and ICA. Each Development Phase would include a Development Parcel or Parcels and associated Infrastructure and open space areas. Phase Improvements are the street, access, utility and open space improvements necessary to accommodate development of a particular Development Parcel or Parcels.

The parties acknowledge that certain Horizontal Improvements as described in Sections 3, 4, 5, 6, 7 and 8 of the Infrastructure Plan, such as site preparation, removal or remediation of soils, grading, soil compaction and stabilization, may be required or desired at an earlier stage of development and in advance of such Phase Improvements. As described in the DA and/or DDA, the parties will cooperate in good faith in determining the scope and timing of such advance Horizontal Improvements, so as not to delay the construction of Development Parcels and associated Phase Improvements, or affect the criteria for the proportional scope of Phase Improvements.

1.9 Phases of Infrastructure Construction

The construction of Infrastructure, as described in the Infrastructure Plan, tentative map and other Project approvals, will be phased to serve the incremental build-out of the Project in accordance with the Project approvals. Phase Improvements will be described in subsequent improvement plans and associated public improvements agreements or permits approved prior to filing a Final Map for the associated Development Parcels.

For each Development Parcel proposed for development, the associated adjacent and as needed Infrastructure to provide access and utilities to serve that development, such as streets, and improvements therein and thereon, will be constructed. As described in the DDA and DA, adjacent Infrastructure refers to Infrastructure that is necessary and near to and may share a common border or end point with the proposed Development Parcel or Parcels.

Phase Improvements may include Infrastructure on Port or City property outside of the present Phase boundary within a subsequent Phase area. The Acquiring Agency shall accept Phase Improvements that are constructed within Port or City property outside of the Phase boundary, subject to a demonstration of how the subsequent Phase Infrastructure can be sequenced to avoid impacting the Phase Improvements. Phase Improvements outside of the Phase boundary shall be accepted through an easement or Memorandum of Understanding (MOU) in Port property, which would terminate at the time of recording of the Final Map for the future Phase that will place said facilities into public right-of-ways.

The conceptual limits of the existing Infrastructure to be demolished as well as conceptual layouts of the permanent and/or temporary infrastructure systems for each Development Parcel will be provided as part of the construction document submittals for that Development Parcel or Phase. Repairs and/or replacement of the existing facilities necessary to serve the Development Parcel will be designed and constructed by the Developer.

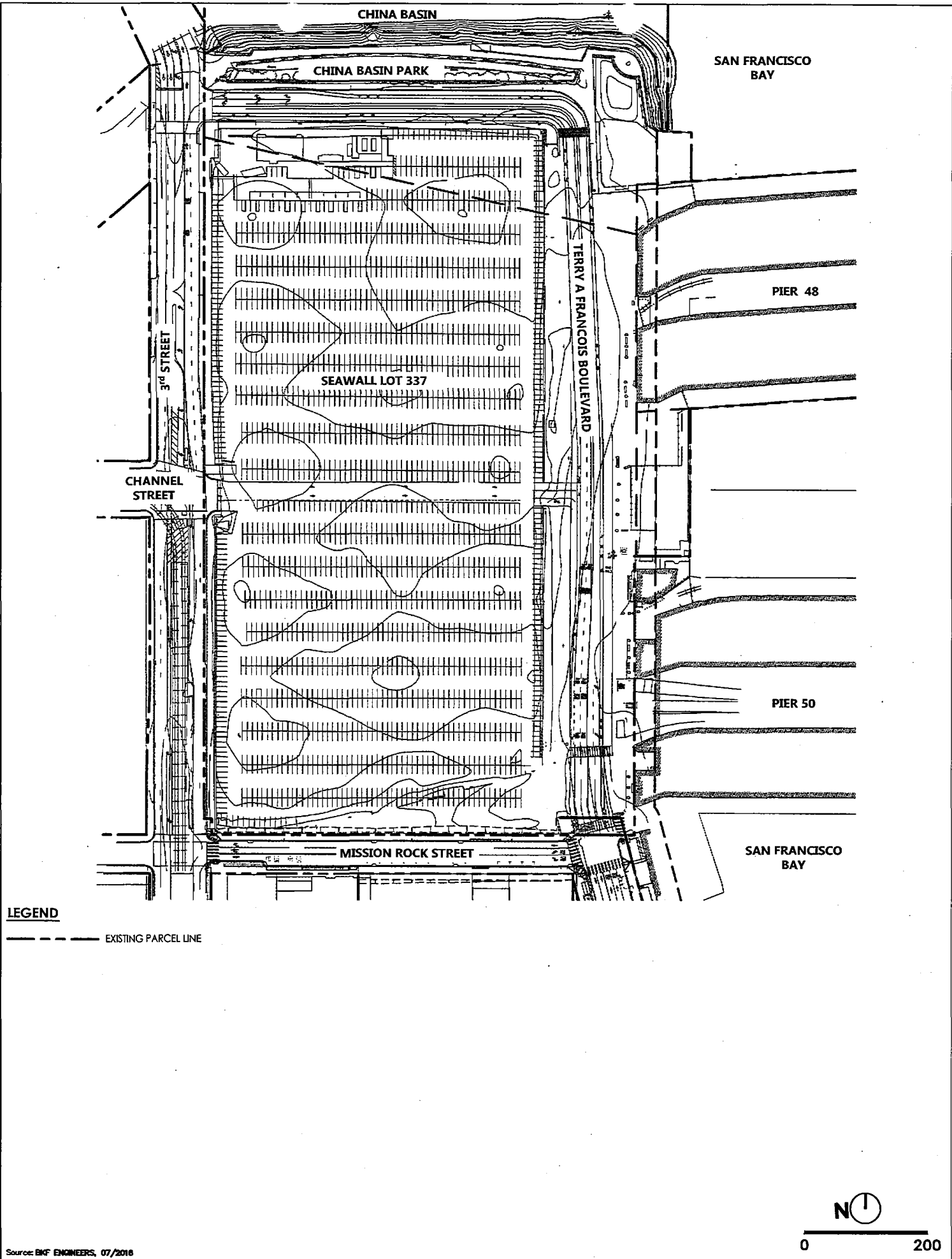
Where requested by Developer, and if the Acquiring Agency(s) with jurisdiction over the affected Infrastructure, determines it is appropriate in connection with the phased development of the Project, portions of the Phase Improvements may be constructed or installed as interim improvements to be owned and maintained by the Developer. Interim improvements would be removed or abandoned, as

determined by the Acquiring Agency, when substitute permanent Phase Improvements are provided to serve a subsequent Development Parcel.

Demolition of existing Project area infrastructure and construction of each proposed Development Parcel and associated Phase Improvements will impact site accessibility. During construction of each Development Parcel and associated Phase Improvements, interim access shall be provided and maintained for emergency vehicles, subject to San Francisco Fire Department (SFFD) approval, as well as pedestrian access on at least one side of the street around the construction perimeter that is American with Disabilities Act (ADA) compliant. Interim access to the existing parking will also be maintained and coordinated between the Port, Developer and City, as required.

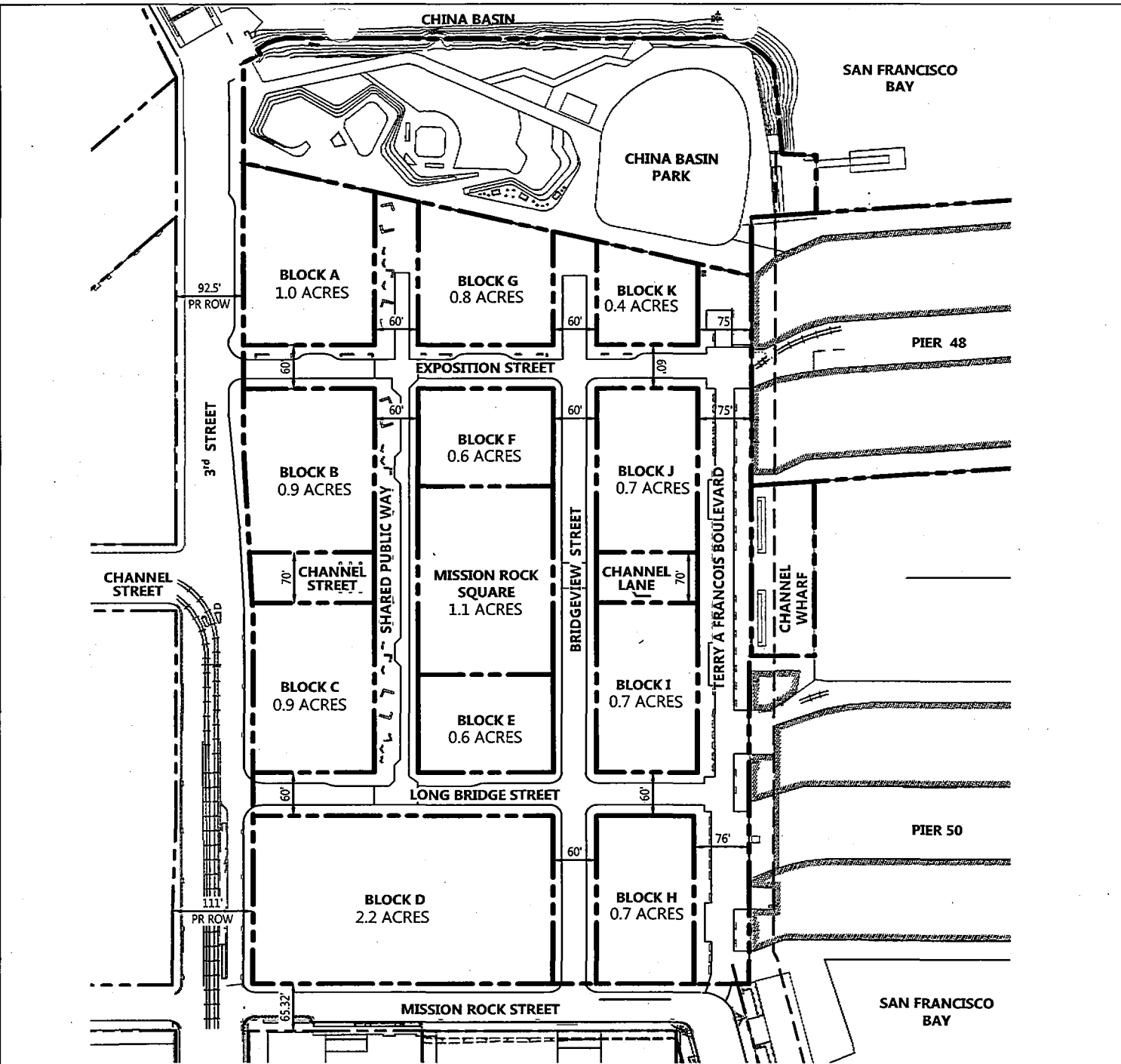
The Acquiring Agency will be responsible for maintenance of proposed publicly owned and/or accepted Infrastructure installed by the Developer once construction of the proposed Infrastructure is complete and accepted by the Acquiring Agency, except as otherwise specified in the DA, DDA, and/or ICA. At all phases of development prior to full build out, the Developer shall demonstrate to the Acquiring Agency that functioning utility systems are in place at all times and comply with applicable City laws, codes and regulations.

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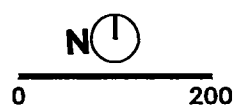


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LEGEND
- - - - - PROPOSED PARCEL LINE
- - - - - EXISTING PARCEL LINE



2. SUSTAINABILITY

The Mission Rock Project will be a leading exemplar for sustainable design development through high performance infrastructure and attention to community health and prosperity. Improvements comply with the City and County of San Francisco and State sustainability requirements including Title 24 (Divisions 6 and 11), San Francisco Non-Potable Water Ordinance and The San Francisco Green Building Code. Key benefits of the Project's sustainable site design and infrastructure elements include improved health, a cleaner environment, minimal water dependency, and greenhouse gas-free energy. Anticipated sustainable infrastructure includes, but is not limited to, stormwater management facilities (i.e. landscaped park areas, landscape strips, flow-thru planters, bioretention areas), a central energy distribution plant and infrastructure, treatment of greywater for non-potable reuse within the buildings, green building material selection, and water fixture and lighting efficiency. A more detailed description of the sustainability strategies for the Project is found in the latest edition of the Sustainability Strategy Document, attached to the DDA.

3. ENVIRONMENTAL REMEDIATION

3.1 Historical Use Background

The Project is proposed to be located in an area that was formerly an industrial property built upon filled marshland and shallow tidal flats between 1877 and 1913. The existing fill includes construction and demolition debris, rubble, rock and dirt originating from the nearby hills and the 1906 earthquake. The site has been historically used for railroad transportation, shipping related support structures and automobile parking. H&H Ship Service occupied the area from 1950 to 1996 for wastewater treatment and transfer operations to treat petroleum contaminated wastewater. In 1978 the Department of Health Services, now known as the Department of Toxic Substances Control (DTSC), declared wastes managed at the Project site to be hazardous under federal and state hazardous waste management regulations and the property was later designated as a hazardous waste treatment facility. The DTSC approved a Closure Plan prepared by H&H Ship Service which was compliant with the California Hazardous Waste Control Law (HWCL) in 1995. As a requirement to the hazardous waste treatment facility closure, use restrictions are imposed on the Project site and compliance with a Soil Management Plan (SMP) prepared by Geomatrix Consultants in 1999 is required (see Appendix C).

3.2 Environmental Constraints and Regulations

The Project site is subject to environmental monitoring regulations and use restrictions that will impact the Project Improvements. The Developer is responsible for addressing and complying with the following regulations and restrictions for the site:

3.2.1 Maher Ordinance Requirements and Site Assessment

The Mission Rock Project site is within a location required to adhere to Article 22A of the City and County of San Francisco Health Code. This code requirement, often referred to as the Maher Ordinance in reference to the original legislation that resulted in regulation, requires project proponents to evaluate the presence of contaminants in soil and groundwater and, if warranted based on presence of contaminants, develop health and safety plans and/or site managements plans to protect workers, future users, and the environment.

The Maher Ordinance site assessment requirements were satisfied during the previous parking lot construction with the development of an SMP, dated June 1999. The SMP provided a summary of the soil samples taken and the contaminants detected throughout the site. The primary chemicals

detected in the soil included polynuclear aromatic hydrocarbons (PAHs) and metals such as antimony, arsenic, copper, lead, nickel and mercury. The groundwater sampling did not yield PAH contaminants, but did show low concentrations of several metals. It was determined that the presence of chemicals within the soil and groundwater are not considered an unacceptable risk to future on-site construction workers, nearby residents and visitors under the future use as a paved parking lot that was anticipated at that time. However, to best manage the contaminated soil and groundwater, the SMP outlined removal, handling, stockpiling and disposal procedure requirements for the parking improvements, as well as future site development.

3.2.2 Use Restrictions

As part of the regulatory closure of the former H&H Ship Service facility, Covenant to Restrict Use of Property agreements ("use restrictions") were recorded between The Port of San Francisco and the DTSC restricting the use of certain portions of the Seawall Lot 337 property (approximately three acres of total 16-acre site). The use restrictions require that future activities comply with the Maher Ordinance, as applicable, and that the property shall not be used for any of the purposes stated in the use restrictions dated January 27, 2000 and July 25, 2002 (see Appendices D and E). Should the site be developed for any use of that which is listed as "restricted", then a variance request can be submitted to the DTSC for review.

3.3 Anticipated Site Remediation Procedures

The Developer will be responsible for adhering to the requirements stated in this section and will coordinate with the appropriate Agency for environmental clearance prior to construction, as required. The Project requirements are described in the Hazardous Soil Remediation Plan Letter "Mission Rock Development – Seawall 337 San Francisco, CA 1868-00," dated September 12, 2011 by Ash Creek Associates, Inc. (See Appendix B).

3.2.1 Maher Ordinance Compliance

The anticipated site remediation procedures will remain consistent with the SMP. The SMP will also be updated as required to support the Project. These remediation construction procedures shall include, but not be limited to, dust control, erosion and sediment control, stockpile management and appropriate soil disposal and sampling. Any excess soil that has been excavated and cannot be re-used within the excavation area will be considered waste soil and will be profiled.

to determine suitable disposal options. Although chemical analysis results show that the soil samples collected on-site contain metal and organic constituents at concentrations less than the Total Threshold Limit Concentrations, additional testing may be needed to determine the concentration of soluble constituents and appropriately classify waste soil with respect to California state waste classification criteria. Waste soil containing contaminants at concentrations exceeding the Solubility Threshold Limit Concentrations of the State will be profiled as California Hazardous Waste and will be disposed of at the appropriately licensed landfill location.

The SMP requirements are consistent with the current parking lot site improvements. However, due to changes in the regulation, which now requires characterization of soil gas in some cases, and proposed change in use, additional evaluation of site conditions for compliance with the Maher Ordinance may be required. These issues will be discussed with the City and County of San Francisco Department of Public Health during a meeting with the Project team and additional documentation may be required

3.2.2 Use Restriction Variance

The January 27, 2000 use restriction states that residential housing is prohibited. Mission Rock is currently proposing high-density housing improvements on a portion of land subject to that restriction. It is the Project team's understanding that the intent of the use restriction is to prevent residents' direct contact with site soil, such as might occur in single family home development , but would not occur in a high-density, multi-family residential development. Consequently, the Developer and Port of San Francisco will work with the DTSC to revise or obtain a variance from the existing use restriction to enable proposed development in a manner that does not enable future site occupants to come into direct contact with existing site soil.

4. SITE DEMOLITION

4.1 Scope of Demolition

The Developer will be responsible for the demolition and deconstruction of all non-retained existing buildings and infrastructure features. Demolition and deconstruction will include removal and disposal of hardscape, landscape, utilities, and temporary building structures. The demolition limit of work consists of the existing parking lot known as Giants Lot A, China Basin Park, Terry A Francois Boulevard and select sidewalk and vehicular pavement replacement along 3rd Street and Mission Rock Street. The existing Channel Wharf at the eastern end of Terry A Francois Boulevard will be renovated and Pier 48 will remain and undergo structural upgrades with the Project improvements. Demolition activities will be performed in compliance with the City Construction Demolition Debris Ordinance. Project demolition and grading activities will comply with City Ordinance 175-91 for use of non-potable water for soil compaction and dust control. Where feasible, concrete and asphalt pavements will be recycled and used on-site or made available for use elsewhere. Soil removal associated with demolition activities will comply with the Project environmental permit requirements.

As part of the vegetation grubbing and clearing operation, trees and other plant materials will be removed, relocated or protected in placed, as required. Tree removal within the public right-of-way will be reviewed and approved by the Department of Public Works, Bureau of Urban Forestry. Trees and plant materials removed as part of the demolition process will be recycled by composting or similar methods for on-site uses associated with the planting of new vegetation and erosion control to the extent feasible.

The Developer shall be responsible for providing for the Infrastructure permanent improvements proposed to replace the existing infrastructure in accordance with approved building and construction permits issued by the Acquiring Agency. The extent of these improvements and associated demolition will be finalized during the construction document approval process.

4.2 Existing Utility Demolition

Existing utility demolition scope includes storm drain, sanitary sewer, low pressure water and dry utility infrastructure removal. All storm drain utilities and utilities associated with the interim development, The Yard, at the northern edge of the existing parking lot and Terry A Francois Boulevard will be removed and disposed of. A portion of the existing sanitary sewer pipe along Terry A Francois Boulevard will be removed as well and replaced with a sanitary sewer line which will connect the existing Pier 48 and Pier

50 laterals to the public system. Existing water infrastructure along Terry A Francois Boulevard and China Basin Park will also be removed, disposed of and replaced to accommodate the proposed improvements. Gas utilities throughout Terry A Francois Boulevard will be removed and existing laterals that serve Piers 48 and 50 will be protected in place. Electric, telecom and fiber infrastructure will be undergrounded with new connections to Pier 48 and Pier 50 provided, where required. Existing outfalls on Terry A Francois and China Basin Park will be protected in place during adjacent demolition activities. Where transite pipe (asbestos-cement pipe) is encountered, appropriate abatement methods will be used to satisfy applicable regulatory agency requirements.

4.3 Phases of Demolition

Demolition will occur in phases based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the DA, DDA and ICA. The amount and location of demolition will be the minimum necessary to support the Development Phase and maintain minimum required parking allocations, access and utility connections. Such phased demolition will allow the existing utility services, vehicular and pedestrian access areas, and landscaped spaces to remain in place as long as possible and reduce disruption of existing uses on the site and adjacent facilities. Project demolition activities will comply with City Ordinance 175-91 for use of non-potable water for soil compaction and dust control.

5. SITE RESILIENCY

5.1 Overview

Resilience is the ability to reduce risks and recover more easily from natural occurring events with large impacts on performance and use. The Project is located adjacent to the San Francisco Bay and faces potential risks from such events as earthquakes, settlement, liquefaction, lateral spreading, wave run-up, sea level rise, and climate change. The Developer plans to build site resiliency into the Project by implementing disaster risk reduction and resilient infrastructure. The Project will identify development areas and Infrastructure guidelines to accommodate tidal elevations, the 100-year Base Flood Elevation (BFE), and Sea Level Rise (SLR).

5.2 Project Datum

Elevations, including tidal elevations and site elevations, referred to herein are on the MBD. Refer to Section 1.4 for additional information related to the MBD and conversion information for OCD and SFVD 13.

5.3 Federal Emergency Management Agency Regulations

The Federal Emergency Management Agency (FEMA) under the jurisdiction of the Department of Homeland Security has recently completed a Preliminary City and County of San Francisco Flood Insurance Study (SF FIS) Number 060298V00A, version 2.3.2.0, dated November 12, 2015. This study has helped inform the development of preliminary Flood Insurance Rate Maps (FIRM) that categorize sites within "Flood Zones" based on their susceptibility to flood events. Flood Zone designations are used to inform the design process and insurance requirements for buildings to ensure that protections are made for human health and safety based on the flood hazard potential at a particular site. Per the FEMA website, the following is a description of the various Flood Zone designations employed by FEMA:

"Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the

limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded)."

5.3.1 Seawall 337, China Basin Park and Terry A Francois Boulevard FEMA Flood Plain Designations

Based on our review of the Preliminary Flood Insurance Rate Map 0602980119A (Project FIRM), dated November 12, 2015, the Mission Rock development site, excluding Pier 48, Pier 50, and the coastal perimeter along China Basin Park, is located in a flood hazard classification of "Zone X."

Per the Project FIRM, the Zone X designation of our site describes the following:

"0.2% Annual Chance of Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas less than one square mile."

With a Zone X designation, the Project site is subject to minor flooding of less than a foot during large storm events, which is considered a low to moderate risk area.

Since the majority of the site is in Flood Zone X, FEMA does not require specific grading or flood-proofing requirements. Proposed site grading, described in greater detail in Section 7, will be designed to elevate the site higher than the existing condition to protect against the effects of SLR, which in turn will provide a greater level of protection against the potential for flooding the area. Proposed buildings with basements and loading docks will comply with FEMA regulations and provide appropriate flood-proofing measures to ensure compliance, if required.

5.3.2 Pier 48, Pier 50, and Coastal Perimeter FEMA Flood Plain Designation

Based on the Project FIRM, Pier 48, Pier 50, and the coastal perimeter along China Basin Park are located in a SFHA "Zone AE," which has a 100-year base flood elevation (BFE) of 11-feet (NAVD 88 datum). The more detailed Preliminary SF FIS, dated November 12, 2015 indicates a 1-percent annual chance Total Water Level Elevation (TWLE) of 11.4-feet (NAVD 88), which is the assumed 100-year BFE value for the pier structure for the purposes of this analysis. The TWLE is the maximum combined sea water level elevation, wave setup, and wave run-up considered for coastal BFEs.

The datum conversion is approximately 11.32-feet between NAVD 88 and OCD, and 100 feet between the OCD and MBD. Combining these datum conversions, the approximate conversion

from elevation 11.4 feet (NAVD 88) to the MBD is 88.68 feet, resulting in a 100-year BFE of 100.08 feet (MBD) for Pier 48, Pier 50, and the coastal perimeter along China Basin Park.

Based on the Project FIRM, the existing pier structures are subject to flooding from the 1% annual flood event (100-year event). The BFE refers to the minimum elevation at which Pier 48 and Pier 50 must be elevated or flood-proofed in compliance with FEMA/National Flood Insurance Program (NFIP) regulations to provide protection from the 1% annual flood event. Given a designation of SFHA "Zone AE" with a BFE of 11.4 feet (NAVD 88) / 100.08 feet (MBD), the Pier 48 and Pier 50 structures would be subject to mandatory Flood Insurance coverage requirements from the NFIP should the preliminary Project FIRM be officially approved. Since the Pier 48 and Pier 50 structures are a historical resource and will remain at its current elevation, there may be options for receiving variances for portions of Flood Insurance requirements that the structure may be subject to.

5.4 Sea Level Rise

5.4.1 Sea Level Rise Design Guidance

The increase in elevation of the Earth's water bodies over time is referred to as SLR. As SLR occurs, there is increased pressure on infrastructure along shoreline areas to provide protections for infrastructure, health, and safety. Studies on the effects of climate change on surface water elevations across the Earth are evolving as more scientific data becomes available. The following is a brief chronology of the guidance documents that inform the SLR strategies being developed for the Project to date:

- The Intergovernmental Panel on Climate Change (IPCC) was formed in 1988 by the World Meteorological Organization (WMO) and the United Nations Environment Programme (UNEP) to provide policy makers with regular assessments of climate changes on a scientific basis. The IPCC issues reports which are produced by three working groups. The latest round of documents issued are based on their fifth assessment report which includes the following:

- Working Group 1, "Climate Change 2013: The Physical Science Basis," dated 2013.
- Working Group 2, "Climate Change 2014: Impacts, Adaptation, and Vulnerability," dated 2014.
- Working Group 3, "Climate Change 2014: Mitigation of Climate Change," dated 2014.
- IPCC, "Climate Change 2014: Synthesis Report," dated 2014.
- Governor Schwarzenegger issued Executive Order S-13-08 in 2008 directing state agencies to study and plan for the potential effects of SLR
- Port Engineering commissioned URS and AGS to analyze available literature and studies related to SLR and prepare coasting engineering analysis of the Port's Northern Waterfront. The joint venture between URS and AGS published "Port of San Francisco Sea Level Rise and Adaptation Study," January 2012.
- The National Research Council (NRC) issued the report titled "Sea Level Rise for the Coasts of California, Oregon, and Washington," dated June 2012 and revisions dated December 6, 2013.
- Coastal and Ocean Working Group of the California Climate Action Team (CO-CAT) with science support from the Ocean Protection Council's Science Advisory Team and the California Ocean Science Trust issued "State of California Sea-Level Rise Document," dated March 2013
- City and County of San Francisco (CCSF) Sea-Level Rise Committee "Guidance for Incorporating Sea-Level Rise into Capital Planning in San Francisco: Assessing Vulnerability and Risk to Support Adaptation," September 2014.
- City and County of San Francisco (CCSF) "San Francisco Sea Level Rise Action Plan," March 2016.
- San Francisco Bay Conservation & Development Commission (BCDC) and Delta Alliance issued "Mission Creek Draft Sea Level Rise Adaptation Study," dated 2015.

5.4.2 Sea Level Rise Design Parameters

The minimum design elevations for the Project development area will accommodate potential future sea level rise estimates for San Francisco Bay. The SLR estimates for the Project were developed in response to the CCSF SLR guidance, which is based on both the NRC and CO-CAT

studies. Under CCSF SLR guidance, the Project will be designed to accommodate the SLR criteria provided in Table 5.1.

Table 5.1

SLR and Associated Planning Requirements for Development Area

YEAR	SLR AND PLANNING REQUIREMENTS
2030 SLR	6 to 12-inches by 2030. Planning for adaptive management not required.
2050 SLR	11 to 24-inches by 2050. 12-inches is the mean 2050 estimate for SLR. Planning for adaptive management not required.
2065 Mean SLR	16-inches by 2065.
2100 Mean SLR	36-inches by 2100. Planning for adaptive management required.
2100 High SLR	66-inches by 2100. Planning for adaptive management required.

The existing historical Pier 48 structure and Channel Wharf will remain at their current elevations and not incorporate provisions included in Table 5.1.

5.4.3 Existing Mission Bay Grading for Resiliency

The existing finished grades in Mission Bay adjacent to the Project site range from elevations 97-100.5 feet (MBD). Grading and hydrology designs for Mission Bay were established prior to the more recent SLR investigations of the past 8 years, and do not accommodate for the 2100 High SLR estimates as currently graded. The existing perimeter streets of the Project including 3rd Street and Mission Rock Street will remain at their approximate existing grades. Along the east edge of the Project, Terry A Francois Boulevard will be reconstructed relatively close to its current grade. For existing grades at the Project site and surrounding existing streets, refer to Figure 7.1.

5.5 Proposed Site and Infrastructure Designs

5.5.1 Grading

The proposed Project grading designs and approaches are documented in Section 7 Site Grading. The grading design criteria have been separated between:

- Elevation design criteria as it relates to tides, SLR, site elevations, HGL and existing streets
- Grading design criteria as it relates to site slopes.

The following summarizes the grading approaches for site building parcels and roadway areas,

open space areas, and historic structures:

- Maintain public access along the entire 100-foot shoreline band.
- In the zone between the development area and shoreline, provide access opportunities to water.
- Elevate and flood-proof proposed buildings and unadjustable structures to minimize the need for adaptive measures, even under high SLR estimates.
- Conform to grades of existing perimeter streets, pier structures, and wharf structure.

5.5.1.1 Building and Roadway Areas

The minimum elevation design criteria for the proposed buildings and streets within the development areas are shown in Table 5.2.

**Table 5.2
Elevation Design Criteria**

AREA	MINIMUM DESIGN CRITERIA
Development Area – Proposed Buildings	Provide a minimum finished floor elevation of 104.0 feet (~95 feet 2000 Mean Higher High Water elevation (MHHW) + 100-yr storm surge (100SS) (~3.5 feet) + 66 inches of 2100 High SLR) and/or flood-proof to 2100 High SLR projections for new occupied facilities.
Development Area – Proposed Parking Structures	The Block D Parking Garage entrances will be set based on the grade of the adjacent street. At a minimum, the garage entrances will be set with a minimum finish floor elevation of 99.83 feet (95 feet 2000 MHHW + 100-yr storm surge + 16 inches of 2065 Mean SLR). As required, Adaptive Management Strategies will be incorporated within the structure to provide resiliency and protection through 2100.
Development Area – Proposed On-Site Streets	The street elevation shall accommodate 4 feet in general and 2 feet minimum freeboard between the 5-year storm drain system HGL and the street gutter flow line. For streets with City standard 4-inch to 8-inch tall curbs, the street’s lowest top of curb elevation shall be above the HGL for the 100-year storm for the storm drain system. Refer to Section 13. For curbless streets or streets with flush curbs, hydraulic modeling and overland release

	requirements will be determined during the approval process for the MUPs.
Development Area – Pier 48	The pier structure will remain at existing elevation. As SLR occurs, Adaptive Management Strategies may be incorporated within the structure to provide resiliency and protection through 2100, subject to jurisdictional approval.

For adjacent streets serving the project, including 3rd Street and Mission Rock Street, street elevations will remain relatively close to their current elevations. Along the east edge of the project, Terry A Francois Boulevard will be reconstructed relatively close to its current elevation. Proposed streets within the development will slope up from the existing conform elevations of approximate elevations of 99-101.5 feet at 3rd Street, Terry A Francois Boulevard, Piers 48 and 50, and Mission Rock Street to elevations of approximately 102.9-104.3 feet at the center of the site. By elevating the center of the site, access can be provided to building finished floors, which are set to accommodate protection from the 2100 High SLR projections or be flood-proofed to meet the 2100 High SLR projections.

5.5.1.2 Shoreline Open Space Areas and Parks

5.5.1.2.1 China Basin Park

China Basin Park will maintain shoreline elevations close to the existing grade of approximately 100 feet (MBD). The park will transition to the Bay Trail at an approximate elevation of 102 feet (MBD) through the center of the park. The Bay Trail through the center of the park provides approximately 6 feet of freeboard from the King Tide elevation of 96 feet (MBD). When the sea level rises above 48-inches, the park will function as a space where future adaptations will creatively be implemented to maintain flood protection for existing public access features. The promenade, which interfaces between the south portion of the park and the northern part of the development area, will maintain access to the public at an elevation of approximately 103.5 – 104 feet (MBD).

5.5.1.2.2 Historical Pier Structures

Pier 48 and Pier 50 are historical structures that will be maintained at existing elevations. The existing grades for accessible areas at Pier 48 range from 99.2 to

101.0 feet (MBD). Accessible areas at Pier 50 have existing grades of 99.5 to 100.9 feet (MBD). The low lying areas of the piers may be susceptible to the 100-year TWLE of 100.08. Since the existing pier structures are historic resources, they will remain in place. To minimize impacts during a 100-year storm event, the interfacing street of Terry A Francois Boulevard will be regraded to channel stormwater away from the pier structures. Existing grades of the piers provide protection beyond 2050 Mean SLR for potential future flooding.

5.5.2 Stormwater System

The 100-year Still Water Level Elevation (SWLE) is the 100-year return period water elevation, which is defined as the water elevation that is exceeded on average once every 100 years or the water elevation with a 1% annual chance of occurrence.

The SWLE for the design of the Development Area is 98.5 feet (MBD). The 100-year return period water elevation for the Development Area includes the effects of tides, storm surges, and tsunamis. The SWLE has been included with the drainage design of the 100-year storm event and overland flow release.

With the project's proximity to the San Francisco Bay, the Project must consider tidal elevations for drainage outfall conditions. The tidal elevation within the San Francisco Bay Area varies by location. The 2015 Subdivision Regulations identify a tidal elevation of 96.5 feet (MBD, -3.5 feet Old City Datum) for hydraulic grade calculations.

The SLR and tidal elevations for the Project have been prepared in the SLR Adaptation Strategy Memorandum by Moffatt & Nichol in Appendix I. The tidal elevations, SWLE, and SLR for the Project have been compiled in Table 5.3.

Table 5.3

Tidal Elevations, SWLE and SLR by Datum

Elevation	NAVD88	OCD	MBD
100-Year SWLE+66" SLR (2100 High SLR) (MHHW+100SS+66" SLR (2100 High SLR))	15.3'	4.0'	104.0
100-Year SWLE+36" SLR (2100 Mean SLR) (MHHW+100SS+36" SLR (2100 Mean SLR))	12.8'	1.5'	101.5
100-Year SWLE+16" SLR (2065 Mean SLR) (MHHW+100SS+16" SLR (2065 Mean SLR))	11.1'	-0.2'	99.8'
100-Year SWLE+12" SLR (2050 Mean SLR) (MHHW+100SS+12" SLR (2050 Mean SLR))	10.8'	0.7'	99.5'
100-Year SWLE	9.8'	-1.5'	98.5'
Subdivision Regulations Tidal Elevation	7.8'	-3.5'	96.5'
King Tide (Moffatt & Nichol)	7.3'	-4.0'	96.0'
MHHW	6.3'	-5.0'	95.0'
Mean Sea Level	0.0'	-11.3'	88.7'

5.6 Adaptive Managements Strategies

Sea Level Rise (SLR) has the potential to increase flooding risk along the shoreline areas as the MHHW, 100-year SWLE, TWLE, and BFE increases over time. The Project will be built to protect against varying amounts of SLR and has allocated space for future Adaptive Management Strategies to be implemented in the future to respond to adjusted SLR projections. Strategies for the Project have been developed for development areas, the shoreline, and pier structures.

5.6.1 Development Parcel Strategy

The proposed strategy for the Development Parcels, including unadjustable structures, is to set proposed grades to a minimum of 104 feet (MBD), high enough to accommodate for the current 2100 High SLR projects, thus Adaptive Management Strategies are not required. The Parcel D Parking Garage entrances will be set based on the grade of the adjacent street to accommodate for 2065 Mean SLR of 16-inches.

5.6.2 Shoreline Adaptation Strategy

The shoreline adaptation strategy will be applicable to areas surrounding the Development Parcels. The Promenade and Bay Trail within China Basin Park will be raised to an elevation of 102 feet (MBD) to provide 3.5-feet of freeboard above present day BFE. The China Basin Park shoreline, Terry A Francois Boulevard, 3rd Street, and Mission Rock Street will be maintained at existing grades to provide protection to Development Parcels from inundation during the king tide events beyond 2080. Along the shoreline of China Basin Park, the entire 100-foot shoreline band will be reserved for public access. For SLR above 48 inches, the shoreline band will provide an opportunity for creative implementation of future adaptation strategies to maintain flood protection to Mission Bay and the Development Parcels. Adaptive Management Strategies within China Basin Park may include modifications to create a raised promenade with retaining walls, realignment of the promenade, reconfiguration of shoreline protection to provide flatter slopes and wave breaks. Beyond 2050, future Adaptive Management Strategies may be implemented by the Port to the pier apron and below the pier structure to maintain flood protection for the structure.

Today, the National Oceanic and Atmospheric Administration (NOAA) monitors weather conditions and notifies the public of potential risk for flooding in low lying areas. Future adaptation of the shoreline would be enacted by the Port when published information from NOAA indicates that flooding to the public access areas would occur during King Tide events. Funding for Adaptive Management Strategies would be provided by the Port through a Community Financing District (CFD) or other equivalent funding mechanism.

6. GEOTECHNICAL CONDITIONS

Site geotechnical investigations have been completed and potential site wide geotechnical improvements have been identified by Langan Treadwell & Rollo, culminating in the development of the "Preliminary Geotechnical Investigation Seawall Lot 337 – Mission Bay" (Geotechnical Report) by Treadwell & Rollo, dated September 8, 2011 and subsequent evaluations. In addition, Langan Treadwell & Rollo has also provided a supplemental memorandum: "Preliminary Geotechnical Recommendations and Summary Memorandum No. 1" (Geotechnical Memorandum), dated January 26, 2016 for additional reference, which is attached as Appendix F.

6.1 Existing Site Geotechnical Conditions

The site was originally a shallow bay below water and a part of Mission Bay. It is understood the site was elevated using building rubble and debris from the 1906 San Francisco earthquake as fill. Borings indicate 13 to 37-feet of heterogeneous fill is underlain by approximately 46 to 72-feet of Bay Mud consisting of weak, soft to medium stiff, compressible clay. The over-consolidated Bay Mud at the site is evidence of complete settlement under the existing fill weight. Locations where Bay Mud has failed beneath the heavy fill loads show a "Bay Mud wave" condition and is comprised of clayey gravel and gravely clay. The borings also encountered the bedrock surface to be at a depth of approximately 160-feet near the northwest corner of the site and 260-feet near the northeast corner of the site.

Groundwater was encountered approximately 7 to 9-feet below grade (Elevations 91 to 93 feet MBD). Other sites within Mission Bay have encountered groundwater measured at approximately five feet below grade (Elevation 94.5 feet MBD).

6.2 Existing Site Geotechnical Constraints

6.2.1 Liquefaction/ Settlement of Sand Layers

Liquefaction is the transformation of soil from a solid state to a liquefied state during an earthquake where saturated soil builds up excessive pore water pressure and temporarily loses its strength. The result is immediate settlement and possible lateral movement of the sand material. Conservatively, all loose to medium dense soil materials (sands, silts and low plasticity clays) within both the artificial fills and underlying Bay Deposits are potentially liquefiable. The potential for soil liquefaction is likely to occur during a major earthquake. With the potentially liquefiable layers being random and discontinuous throughout the site, it is estimated the site will experience up to 3-inches of liquefaction-induced settlement within the fill material of the site. Along the west

end of Pier 48, the analysis indicated that 3 to 5-inches of liquefaction-induced settlement could occur.

6.2.2 Lateral Spreading

Lateral spreading is considered the most damaging type of liquefaction-induced ground failure caused by earthquakes. In this case, surficial soil is displaced along a shear zone that has formed within a liquefied layer resulting in surficial blocks sliding downward toward unbound space, such as the Bay. These conditions are common in multiple San Francisco regions, such as the Downtown and Mission Bay districts. The southeast corner and northwest portion of the Project have been identified as being susceptible to lateral spreading estimated to result in 4 to 6-feet of lateral displacement during a large earthquake.

6.2.3 Settlement of Bay Mud

The site is underlain by a layer of Bay Mud estimated to be 46 to 72-feet thick, which appears to be over-consolidated. Placing the new fill on top of the existing bay mud layer will initiate a new cycle of consolidation settlements for the Bay Mud layer. It can be expected that for each additional foot of fill placed on the site, approximately 2-inches of settlement may occur at entrances to pile supported structures, 3-inches within streets, and 4-inches in open space areas. During an earthquake, an additional settlement of approximately 9 inches could potentially occur due to seismic densification and liquefaction. For proposed building and structures designed to be pile supported, it is anticipated that 1 to 2-inches of settlement may result from a major earthquake.

If mitigation measures or preventative designs are not incorporated, differential settlement may occur and result in interrupted access, utility infrastructure damage, and accessibility issues.

6.3 Geotechnical Approaches

Successful site development will require engineering design and project construction methods that account for the existing soil, existing conforms, and shoreline conditions. These improvements will help ensure that site accessibility and building access is maintained during seismic events, SLR, and minor long-term consolidation settlement. Proposed building will be constructed on piles with a similar approach proposed for the on-site streets and utilities supporting the new development. The

geotechnical design approaches considered and recommended for the Project have been summarized below and are documented in the Geotechnical Memorandum.

6.3.1 Site Grading Strategies

The proposed development will be elevated 1 to 5-feet above existing grade to accommodate for future SLR. The use of soil fill to raise the site would cause ground settlement of up to a few feet. At the existing Project conforms with Terry A Francois Boulevard and Piers 48 and 50 to the east, new constructed Mission Rock Street to the south, and existing 3rd Street to the west, proposed grades will match the approximate existing grades to mitigate the potential for settlement. To raise the center of the site, the design team has explored several different alternatives to adding soil fill to the site, which include the following strategies:

6.3.1.1 Soil Surcharging with Wick Drains

Adding mounds of surcharge soil with perforated wick drains to collect water across the site will induce Bay Mud Settlement in advance of Project construction. This effectively mitigates the settlement of Bay Mud that the new fill proposed as part of the finished Project would typically cause. Considering that parking operations must be maintained at the site prior and during build-out of the Project, this settlement mitigation solution is not appropriate for the Project, since parking availability would be eliminated or severely limited.

6.3.1.2 Deep Soil Mixing

Deep Soil Mixing (DSM) acts to improvement the stability of the underlying site by mechanically mixing cementitious binder slurry with weak and compressible soils. Due to the depth of the Bay Mud layers at the site extending down to nearly 90-feet below existing finished grade, DSM is both cost prohibitive and less practical than other solutions considered by the Geotechnical Memorandum.

6.3.1.3 Lightweight Fill to Raise Grades

Lightweight fill materials such as cellular concrete or Geofam weigh less than traditional soil fill. Using such materials in lieu of soil to raise site grades significantly reduces the settlement of the Bay Mud layer. However, lightweight fill may present several utility installation and maintenance challenges. Installation of utilities can be difficult, as cutting

foam in the shape of the utilities may not be easily feasible. Long term maintenance of utilities within Geofoam would also require cutting of the Geofoam to access the utilities, which is a labor and cost intensive process. Additionally, storm drain and sanitary utilities will be installed as deep as 12 to 13-feet below finished grade, which is within the groundwater table, and can potentially cause uplift and complex dewatering strategies. Although lightweight fill is not anticipated to be used throughout the majority of the site, it may be utilized within park areas where utility grids and access for maintenance and operations is not a constraint.

6.3.1.4 Pile supported structures, streets and utilities

Due to the infeasibility of other options outlined above, the proposed Project streets are proposed to be pile supported "U-shaped" corridors that extend the width of the right-of-way and built to a depth required to support the installation of utilities. The "U-shaped" corridor would then be backfilled with soil to provide the typical street sub-surface condition, allow utilities to be installed with standard trenching method, and provide for long term utility and infrastructure maintenance using typical construction and City standards. Pile designs could include friction or end-bearing solutions with final designs prepared and approved during the construction document process. This is the preferred solution for mitigating site settlement issues, and with site structured street approaches are described in greater detail in Section 8 and on Figure 8.14 of this document. The pile-supported structure for the streets will be owned, maintained and accepted by the Acquiring Agency subject to the terms of the DA, DDA, and ICA.

6.3.2 Liquefaction and Lateral Spreading Mitigations

In order to mitigate the potential effects of earthquake induced lateral spreading and soil liquefaction, the Project proposed to incorporate solutions that would include Stone Columns, Deep Dynamic Compaction, or combination of both solutions.

Compaction Grouting and Rapid Impact Compaction (RIC) were also reviewed as potential solutions for mitigating lateral spreading and liquefaction. However, RIC has proven successful to depths of 10-feet, which is less than required for the site, and there is not enough soil overburden present in the site soils to handle the required pressures for Compaction Grouting.

6.3.3 Flexible Utility Connections

Portions of the site may experience differential settlement at the interface of pile supported streets with proposed buildings and the utility connections at 3rd Street, Mission Rock Street, Terry A Francois Boulevard, and China Basin Park. Differential settlement at these location could cause the utility connections to shear and break along this plane. Therefore, flexible utility connections, incorporating such solutions flexible pipe materials, ball joints or settlement vaults, may be installed at the interface of the structured street with a non-structured on-grade street (Terry A Francois Boulevard, Mission Rock Street, 3rd Street, or China Basin Park) to mitigate the displacement of the utility connections and ensure continuous utility service to the Project and existing adjacent properties. Conceptual locations of flexible utility connections are shown on Figure 6.1 with a conceptual flexible utility section included as Figure 6.2. Final design solutions, will be subject to review and approval by the Acquiring Agency. Ownership of flexible connections will be by the Port, unless the SFPUC agrees to accept flexible connections at a later date prior to project construction document approvals or as indicated in the DA, DDA, ICA, or separate MOU/MOA identifying acceptance, ownership, and maintenance responsibilities.

6.3.4 Site Accessibility

Minor Long-term settlement of the ground plane may occur along the site conforms at Mission Rock Street, 3rd Street, and Terry A Francois Boulevard. Where a pile-supported structure interfaces with the on-grade public streetscape, minor differential settlement may occur where the compressible material beneath the street begins to settle relative to pile supported buildings and proposed on-site streets. To mitigate areas where differential settlement is anticipated, grading and building designs will incorporate measures to ensure that continuous accessible paths of travel are maintained where building access points and private passageways interface with the public right-of-ways. Where required, measures such as flexible pavement sections, hinge slabs, gangways, and other adjustable surfaces, may be designed to mitigate the maximum anticipated long-term differential settlement. Refer to Figure 6.1 for the conceptual locations where flexible pavement connections would be required.

6.4 Phases of Geotechnical Stabilization

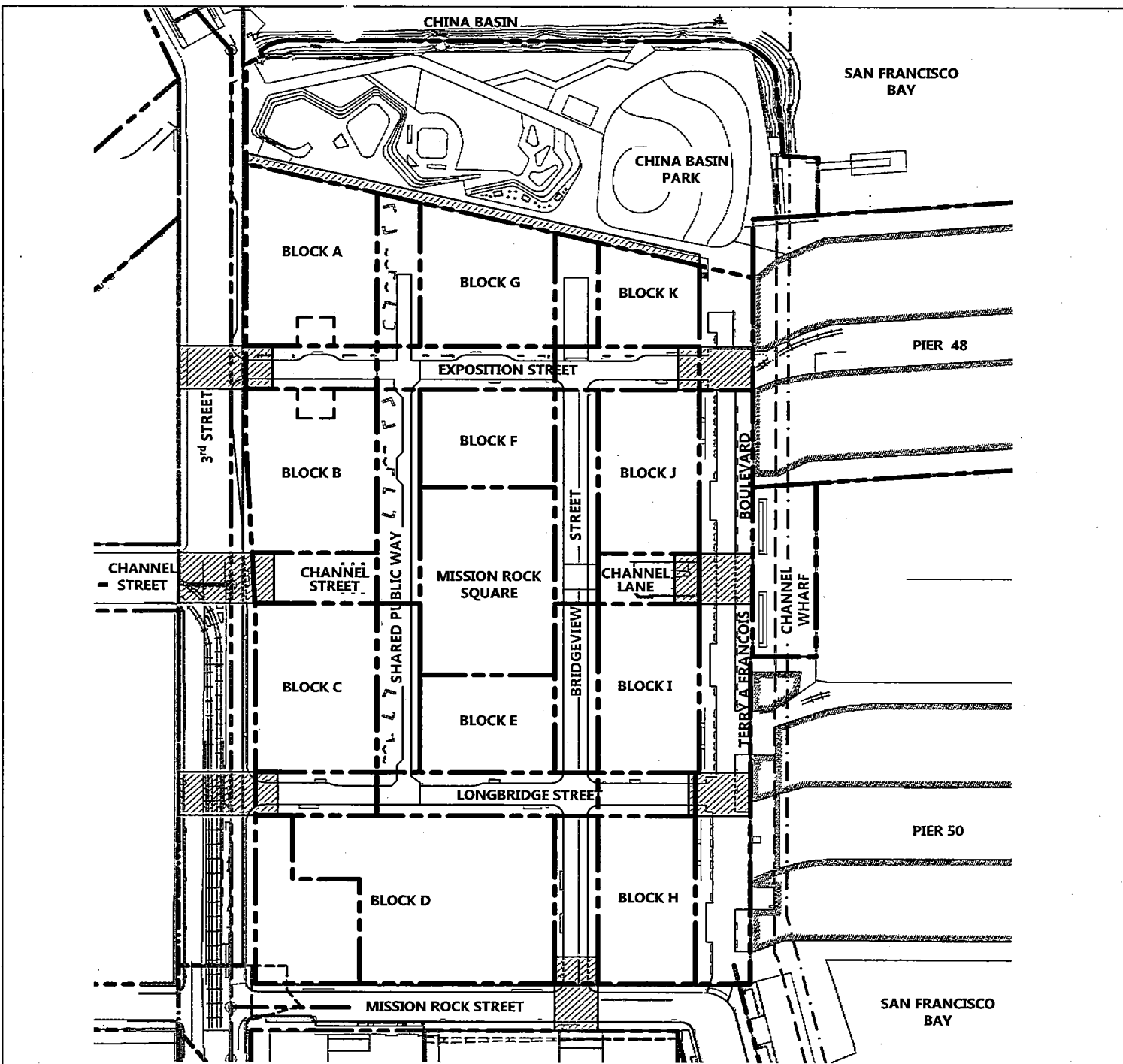
Geotechnical stabilization will occur in phases based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the DA, DDA,

and ICA. The amount and location of geotechnical stabilization will be the minimum necessary to support the Development Phase and maintain minimum required parking allocations, access and utility connections. Such phased geotechnical stabilization will allow the existing utility services, vehicular and pedestrian access areas, and landscaped spaces to remain in place as long as possible and reduce disruption of existing uses on the site and adjacent facilities. Additional geotechnical stabilization, such as mitigations for lateral spreading and liquefaction, may be completed above the minimum necessary per phase due to constructability and efficiency considerations. Dewatering, and associated permits, may be required to support the Geotechnical Stabilization and construction process




6.5 Schedule for Additional Geotechnical Studies

Supplemental Geotechnical Studies and Reports will be prepared as required to support the proposed Project public improvements. In addition, Geotechnical Reports for private building parcels will be prepared and submitted to the City as part of the building permit process.

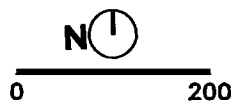
DRAWING NAME: \\BKF-SF\vol14\2008\060000\Mission Rock\Exhibits\Infrastructure Plan Exhibits\Plotted Sheets\Figure 6.1 Flexible Utilities.dwg
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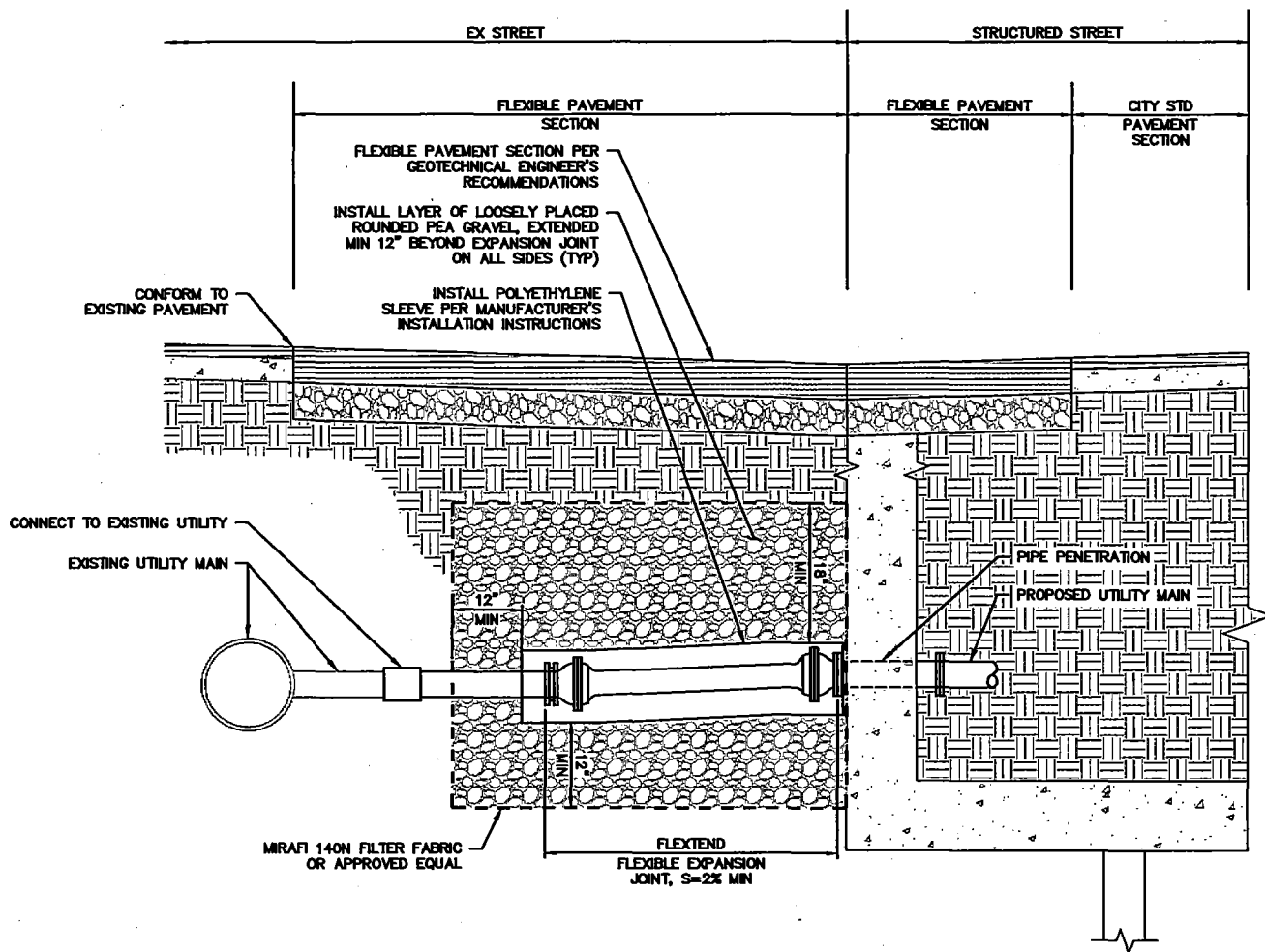
-  PROPOSED PARCEL LINE
-  EXISTING PARCEL LINE
-  CONCEPTUAL INTERSECTION LOCATIONS WHERE PUBLIC UTILITIES WOULD INCORPORATE FLEXIBLE PAVEMENT AND FLEXIBLE UTILITY CONNECTIONS AT INTERFACE BETWEEN STRUCTURED STREETS AND EXISTING OR PROPOSED STREETS BUILT ON GRADE

Source: BKF ENGINEERS, 07/2016



MISSION ROCK INFRASTRUCTURE PLAN 0711 FIGURE 6.1 - CONCEPTUAL LOCATION OF FLEXIBLE PAVING AND UTILITIES

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Source: BKF ENGINEERS, 07/2016

7. SITE GRADING

7.1 Project Datum

Elevations, including tidal elevations, HGLs, and site elevations, referred to herein are on the Section 7 MBD, unless identified otherwise.

7.2 Existing Site Conditions

The existing grade within the Project site slopes gradually east, west, and south away from the center of the existing parking lot with ground elevations ranging from approximately 101 feet elevation at high points to approximately 97 feet elevation to the south at low points in the existing parking lot. Along the western and eastern borders, the site is bounded by and conforms to the existing grades along 3rd Street, Pier 48 and Pier 50, with ground elevations ranging from 99 feet to 100.5 feet in elevation. The northern border is bounded by the north interface of China Basin Park at the rip rap of China Basin. Along the southern border, there is a grade different of 3 feet to 4 feet of elevation between the existing parking lot and the newly constructed Mission Rock Street. The existing site elevations are shown in Figure 7.1.

7.3 Site Geotechnical Constraints and Approach

The Geotechnical Report and Geotechnical Memorandum were prepared for the Project by Langan Treadwell & Rollo. The Project site was originally a shallow bay below water as part of Mission Bay. It was later elevated by using building rubble and debris from the 1906 San Francisco earthquake as fill sourced from Potrero Hill. Site investigation found the fill is underlain by Bay Mud, building rubble, and debris.

Placement of new fill on top of existing Bay Mud layers will initiate a new cycle of consolidation settlements. The Project site may experience minor amounts of liquefaction, settlement, and lateral spreading due to existing sand layers and soft Bay Mud. The geotechnical engineer and explored different measures to mitigate these site constraints, which are described in greater detail in Section 6.

7.4 Project Grading Overview

The Developer will be responsible for the design and construction of the proposed grading for the Project. Below is a description of the grading design for the different areas of the site. The proposed Project conceptual grading plan is shown in Figure 7.2.

The Project is comprised of the development area at the center of the project, the Promenade and China Basin Park to the north, and Terry A Francois Boulevard to the east that interfaces with Pier 48, Channel Wharf, and Pier 50. The development area consists of the Development Parcels, open space areas, and structured street grids.

Proposed grading for the Project raises the development area to approximate elevations of 103.5 feet to 104.5 feet at the center of the site. The structured street grid grades will slope down to the existing adjacent streets, the San Francisco Bay and China Basin shoreline, or park and open space areas. The streets and sidewalks have been designed to provide overland release and ADA compliant accessible pathways throughout the site and adjacent parcels. The proposed street grid with interconnected open space and accessible pathways will be constructed to link 3rd Street with Terry A Francois Boulevard in the west-east direction and China Basin Park with Mission Rock Street in the north-south direction. Throughout the site, grades less than 5 percent are provided.

7.5 Elevation and Grading Design Criteria

The grading design criteria has been separated between:

- Elevation design criteria as it relates to tides, SLR, site elevations, HGLs, and existing streets
- Grading design criteria as it relates to site slopes.

7.5.1 Elevation Design Criteria

The minimum elevations are based on the FEMA 100-year BFE. For existing perimeter roads serving the Project and adjacent properties, proposed infrastructure within these existing streets will be designed to accommodate tidal elevations. For more information on the Project as it relates the FEMA, refer to Section 5 Site Resiliency.

7.5.1.1 Sea Level Rise

SLR will result in changing water levels in the San Francisco Bay that the Project will need to accommodate. 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 very likely change over time and will provide guidance for the future.

The minimum design elevations for the Project Development Parcels will accommodate potential future SLR estimates for San Francisco Bay as discussed in Section 5 Site

Resiliency. The Project will be designed to accommodate the SLR criteria provided in Table 7.1.

Table 7.1

SLR and Associated Planning Requirements

YEAR	SLR AND PLANNING REQUIREMENTS RELATIVE TO YEAR 2000
2030 SLR	6 to 12-inches by 2030. Planning for adaptive management not required.
2050 SLR	11 to 24-inches by 2050. 12-inches is the mean 2050 estimate for SLR. Planning for adaptive management not required.
2065 Mean SLR	16-inches by 2065. Planning for adaptive management required.
2100 Mean SLR	36-inches by 2100. Planning for adaptive management required.
2100 High SLR	66-inches by 2100. Planning for adaptive management required.

The minimum SLR to be accommodated for the elevation design of structures and streets in the Project is 16-inches. To the extent feasible, the Project plans to develop structures in the Development Parcels to accommodate a 2100 High SLR of 66-inches above the BFE. For more information on the Project as it relates the SLR, refer to Section 5 Site Resiliency and Table 5.1.

7.5.1.2 100-Year Base Flood Elevation and Tidal Elevation

The 100-year BFE is the 100-year return period water elevation, which is defined as the water elevation that is exceeded on average once every 100 years or the water elevation with a 1% annual chance of occurrence.

The BFE for the design of the Development Parcel is 98.5 feet. The 100-year return period water elevation for the Development Parcel includes the effects of tides, storm surges, and tsunamis. The BFE has been included with the drainage design of the 100-year storm event and overland flow release.

With the project's proximity to the San Francisco Bay, the Project must consider tidal elevations for drainage outfall conditions. The tidal elevation within the San Francisco Bay Area varies by location. For Mission Bay, the 2015 Subdivision Regulation identifies a tidal

elevation of 96.5 feet for the Project which has been included in design to analyze the 5-year storm event.

The SLR and tidal elevations for the Project have been prepared in the SLR Adaptation Strategy Memorandum by Moffat & Nichol in Appendix I, and are provided in Table 7.2.

Table 7.2
SLR and Tidal Elevations by Datum

Elevation	NAVD88	Old City Datum	MBD
FEMA 100-Year BFE +66" SLR (100-Year SWLE+66" SLR (2100 High SLR) MHHW+100SS+66" SLR (2100 High SLR))	15.3'	4.0'	104.0
FEMA 100-Year BFE/100-Year SWLE	9.8'	1.5'	98.5'
Subdivision Regulations Tidal Elevation	7.8'	-3.5'	96.5'
King Tide (Moffatt & Nichol)	7.3'	-4.0'	96.0'
MHHW	6.3'	-5.0'	95.0'
Mean Sea Level	0.0'	-11.3'	88.7'

7.5.1.3 Minimum Site Elevations

The minimum elevation design criteria for the Development Parcels are shown in Table 7.3.

Table 7.3

Elevation Design Criteria

AREA	MINIMUM DESIGN CRITERIA
Development Parcel – Buildings	Provide a minimum finished floor elevation of 104.0 feet (~95 feet 2000 Mean Higher High Water elevation (MHHW) + 100-yr storm surge (100SS) (~3.5 feet) + 66 inches of 2100 High SLR) and/or flood-proof to 2100 High SLR projections for new occupied facilities.
Development Parcel – Parking Structures	The Block D Parking Garage entrances will be set based on the grade of the adjacent street. At a minimum, the garage entrances will be set with a minimum finish floor elevation of 99.83 feet (95 feet 2000 MHHW + 100-yr storm surge + 16 inches of 2065 Mean SLR). As required, Adaptive Management Strategies will be incorporated within the structure to provide resiliency and protection through 2100.
Development – Proposed On-Site Streets	<p>The street elevation shall accommodate 4 feet in general and 2 feet minimum of freeboard between the 5-year storm drain system HGL and the street gutter flow line.</p> <p>For streets with City standard 4-inch to 8-inch tall curbs, the street's lowest top of curb elevation shall be above the HGL for the 100-year storm for the storm drain system. Refer to Section 13.</p> <p>For curbless streets or streets with flush curbs, hydraulic modeling and overland release requirements will be determined during the approval process for the MUPs.</p>
Development Parcel – Pier 48	The pier structure will remain at existing elevation. As SLR occurs, Adaptive Management Strategies may be incorporated within the structure to provide resiliency and protection through 2100, subject to jurisdictional approval.

For adjacent streets serving the project, including 3rd Street and Mission Rock Street, street elevations will remain relatively close to their current elevations. Along the east edge of the project, Terry A Francois Boulevard will be constructed relatively close to its current elevation. Proposed streets within the development will slope up from the existing conform elevations of approximate elevations of 99-101.5 feet at 3rd Street, Terry A Francois Boulevard, Piers 48 and 50, and Mission Rock Street to elevations of approximately 102.9-104.3 feet at the center

of the site. By elevating the center of the site, access can be provided to building finished floors, which are set to accommodate protection from the 2100 High SLR projections.

7.6 Proposed Grading Designs

7.6.1 Building Areas

Proposed finished floors will be set at a minimum of the 100-year tide level plus 66-inches of SLR to ensure protection from anticipated rising tide levels. Project development and grading designs will be developed to comply with the City requirements for ADA accessible paths of travel.

7.6.2 Proposed Roadways

Proposed slopes along public streets and private alleys will be set at a maximum longitudinal slope of 5 percent to provide ADA accessible pathways of travel without requiring handrails as shown in Figure 7.2. The proposed public street system is designed in a saw tooth grading pattern as illustrated in Figure 7.3, such that adjacent high and low points have relatively the same elevations. At conforms, the site slopes down to the existing adjacent streets, China Basin, or park areas. With exception to Channel Street and Channel Lane, which will function primarily as pedestrian zones, handrails will be provided for stairs and accessible areas exceeding 5 percent, where required.

At street intersections, grades will be designed at a maximum slope of 2% to provide an accessible path of travel in crosswalks. In addition, vertical curves within the streets will be designed to both begin and end outside the limits of the crosswalk areas.

7.6.3 Overland Release

As required by the Subdivision Regulations, grading designs will be developed such that the 100-year HGL is contained within the top of curb elevations on opposite sides of a street throughout the Project site. For streets without curbs or with flush curbs, such as Terry A Francois Boulevard, Shared Public Way and the northern block of Bridgeview Street, grading and hydrology designs will be developed to contain the HGL for a 100-year 3-hour storm within the street while both providing a 4-foot wide accessible path on one side of the street and assuming drainage structures within the local drainage area are blocked. The proposed on-site street grid will be graded to provide overland release for the Project. The proposed public street system is designed in a saw tooth grading pattern to facilitate overland flow of stormwater to adjacent streets. The Developer

shall provide all tenants, lessees, and owners adjacent to streets without curbs or with flush curbs with a written disclosure form, as approved by the Port and City, which notifies all such entities of the potential for flooding. The disclosure form also shall be recorded against any property adjacent to streets without curbs or with flush curbs prior to the initial sale or lease of all such properties.

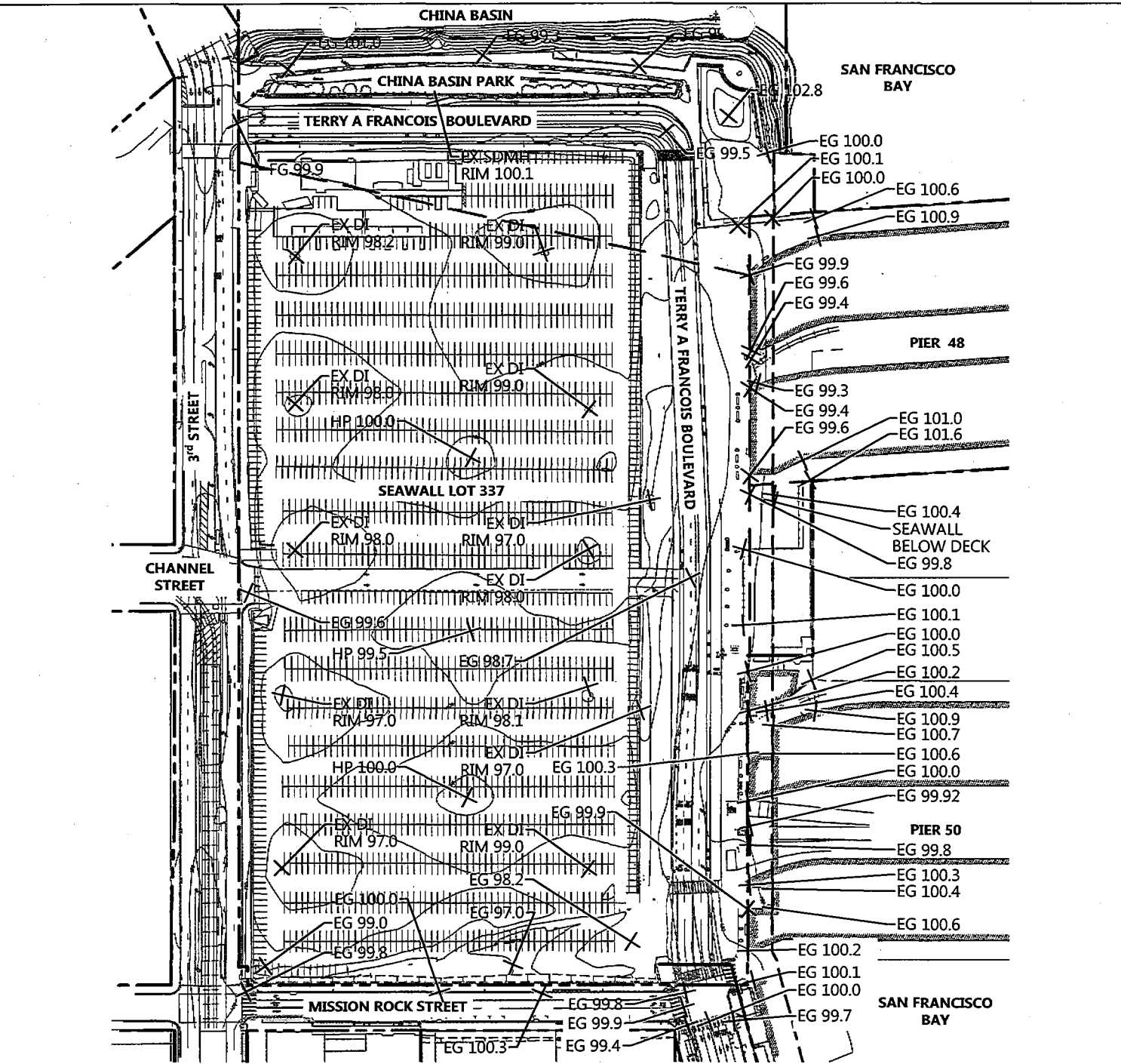
7.7 Proposed Site Earthwork

The conceptual grading plan for the Project will require approximately 75,000 CY of gross earthwork to grade for topsoil within China Basin Park and the pile-supported structured streets. Within China Basin Park, grades will be elevated by a combination of topsoil and Geofoam. Development Parcels and Mission Rock Square may be pile-supported, requiring no additional fill to grade, or elevated using light-weight fill, Geofoam, topsoil, or a combination thereof. To support grading activities, a Storm Water Pollution Prevention Plan (SWPPP) / Erosion and Sediment Control Plan (ESCP) will be submitted in parallel with future grading permits. Grading in conjunction with site remediation efforts will be performed by the Developer.

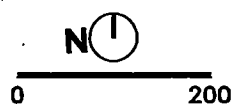
7.8 Phases of Grading Activities and Approvals

The Developer will grade the site based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the DA, DDA, and IGA. 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. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Interim grading will be constructed and maintained by the Developer as necessary to maintain existing facilities impacted by proposed Development Phases. Project grading activities will comply with City Ordinance 175-91 for use of non-potable water for soil compaction and dust control.

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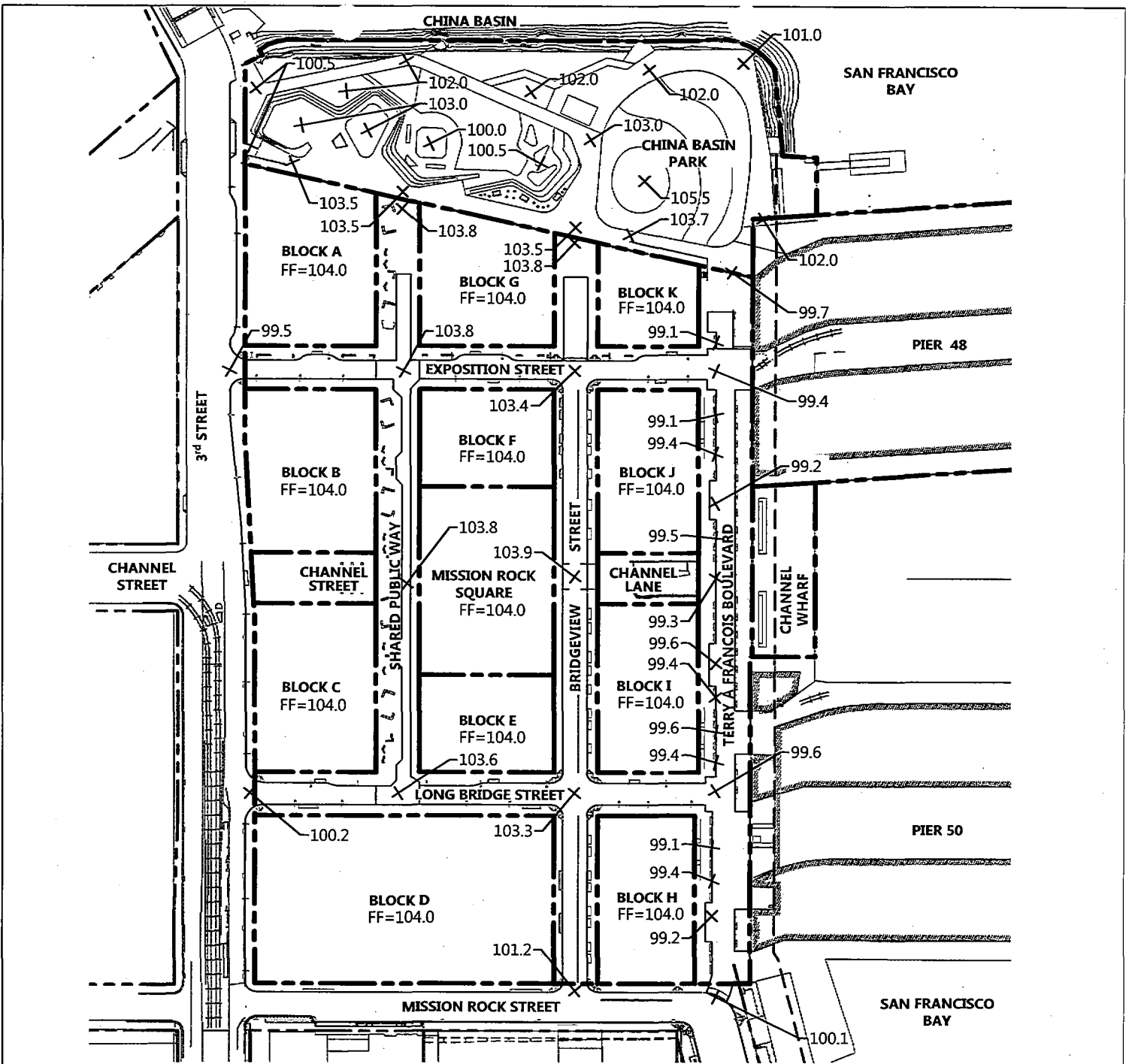


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--- EXISTING PARCEL LINE
- - - EXISTING CONTOUR



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DRAWING NAME: \\DWF-SF\vol14\2008\060000_Mission_Rock\ENG\Exhibits\Infrastructure_Plan_Exhibits\Plotted_Sheets\Figure 7.2 Conceptual Grading Plan.dwg
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- PROPOSED PARCEL LINE
- EXISTING PARCEL LINE
- PROPOSED ELEVATION
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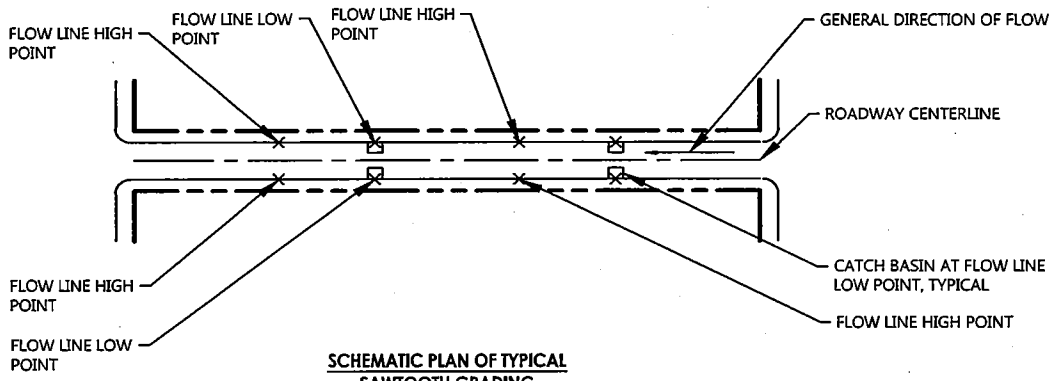
NOTE

ALL ELEVATION ARE BASED ON THE MISSION BAY DATUM. THE MISSION BAY DATUM EQUALS THE OLD CITY OF SAN FRANCISCO DATUM PLUS 100 FEET.

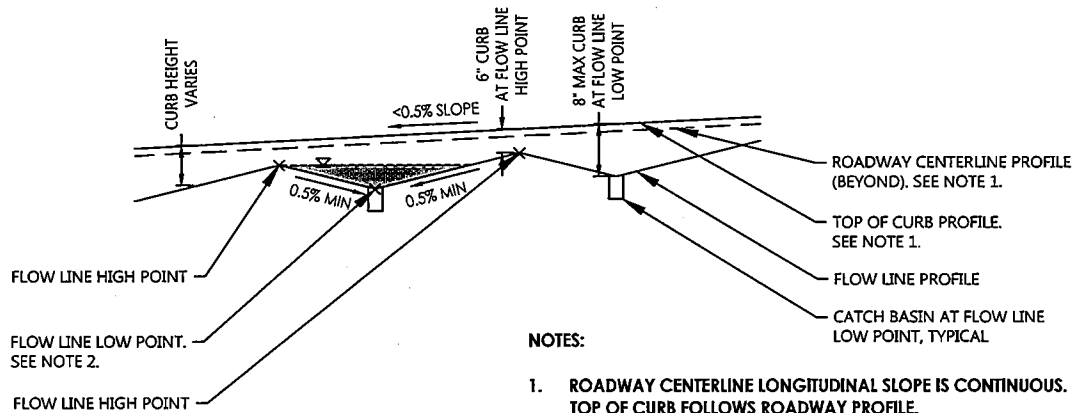
Source: BKF ENGINEERS, 07/2016



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SCHEMATIC PLAN OF TYPICAL SAWTOOTH GRADING



OPTION 1

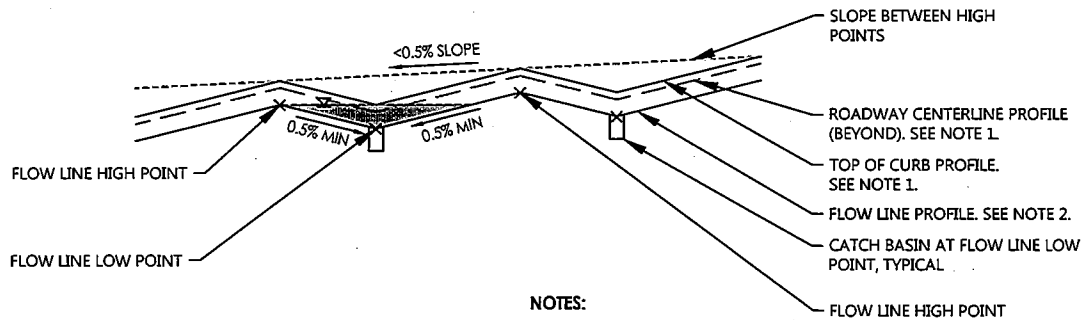
SCHEMATIC PROFILE OF SAWTOOTH GRADING WITH CONTINUOUS CENTERLINE AND TOP OF CURB

NOTES:

1. ROADWAY CENTERLINE LONGITUDINAL SLOPE IS CONTINUOUS. TOP OF CURB FOLLOWS ROADWAY 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.
3. THE ROADWAY CENTERLINE SLOPE ON TERRY A FRANCOIS BOULEVARD IS LESS THAN 0.5% SLOPE DUE TO EXISTING CONDITIONS.



OPTION 2

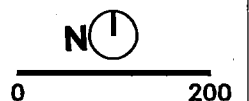
SCHEMATIC PROFILE OF FLOW LINE SAWTOOTH GRADING WITH PARALLEL ROADWAY CENTERLINE AND TOP OF CURB

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.
3. THE ROADWAY CENTERLINE SLOPE ON TERRY A FRANCOIS BOULEVARD IS LESS THAN 0.5% SLOPE DUE TO EXISTING CONDITIONS.

DRAWING NAME: \\BKF-SF\vol1\2008\000008_Mission Rock\ENR\Exhibits\Infrastructure Plan Exhibits\Plotted\Shoofa\Figure 7.3 Street Sawtooth Grading.dwg
PLOT DATE: 07-15-17
PLOT BY: FEL

Source: BKF ENGINEERS, 07/2016



8. STREET AND TRANSPORTATION INFRASTRUCTURE

Mission Rock's street network will be comprised of short, walkable blocks that connect to existing Mission Bay streets adjacent to the Project. The Project will prioritize pedestrian and bicycle safety and access to the buildings, streets, and open spaces at Mission Rock through careful consideration of transit and transportation connections, accessibility, traffic calming measures, and a centralized site parking facility instead of on-street parking. The bicycle network at Mission Rock will provide an important link for the district, connecting the Bay Trail/Blue Greenway to the Embarcadero, and will include a variety of facilities that will provide choices for cyclists of all ages and skill levels. These facilities will be integral to the unique character of Mission Rock's streets.

8.1 Design Controls: Plan Overview

The Design Controls describe the public realm, open spaces, and streetscapes at Mission Rock represented in Figure 8.1. The street designs described herein represent one potential application of these controls. As a pedestrian-priority development, Mission Rock's street network will provide safe and easy access to open spaces, building entrances, and retail, with unique street types designed to the scale and speed of the pedestrian experience. A combination of traffic calming strategies will discourage unnecessary vehicle traffic and ensure that internal traffic will be low-speed and low-volume. The public realm will be fully integrated with the design and scale of the ground floor of Mission Rock's buildings.

8.2 Public Street System

The Developer will be responsible for the design and construction of the public streets. Improvements will generally include the following:

- Pavement structural sections
- Concrete curbs and gutters
- Concrete sidewalk and curb ramps
- Traffic control signage and striping
- Traffic signals
- Street lighting and pedestrian-scale lighting
- Street landscaping and trees
- Stormwater management facilities (may include such methods as landscape strips, permeable pavements, and bio-retention areas)
- Street furnishings (includes, but are not limited to, benches, trash cans and bike support facilities)

- Accessible on-street passenger loading zones with adjacent street level passenger loading aisles and curb ramps.
- Accessible curb ramps
- Accessible Pedestrian Signal (APS) at traffic signal
- Raised crosswalks
- Raised Intersections
- Sidewalk bulb-outs
- Class I and II bikeways
- Enhanced Paving
- Installation of accessible pedestrian signals
- Utility Clearance Requirements

Streetscape and landscape improvements are further defined in Section 8.4 and in the Design Controls. Approval of and responsibility for maintenance and liability for non-standard stormwater treatment facilities shall be as specified in the ICA or future MOU or MOA.

8.2.1 Public Street Layout and Parcelization

A system of street and parcel numbers has been created to facilitate planning and design coordination and is shown on Figure 8.2. The new grid network of public streets includes three streets oriented north to south: the Shared Public Way, Bridgeview Street, and the existing Terry A Francois Boulevard, which will be realigned and reconstructed. Exposition Street and Long Bridge Street will be oriented east to west. Property frontage improvements will result in partial renovation of the existing 3rd Street and Mission Rock Street sidewalks, with bicycle facilities to be coordinated with the City adjacent to Blocks A and H. Typical cross sections for the proposed streets and existing street improvements can be found on Figures 8.5 – 8.12, with streetscape improvements shown on Figures 8.29-8.42.

8.2.2 Roadway Dimensions

Street widths—curb to curb—are designed to accommodate emergency access, utility clearances, bicycle facilities, passenger loading and building servicing, and vehicular access throughout the site. Typical vehicular travel lanes within streets will range from 10-feet to 11-feet in width. Travel lanes are measured from the face of curb or outside edge of bicycle facilities. All streets except the Shared Public Way will provide for two-way traffic and fire access, with street widths varying

from 22 to 34-feet. The Shared Public Way will provide a one-way 12-foot wide vehicular travelway within a Shared Zone that will have 20-foot minimum clearance between streetscape elements to facilitate fire access. All buildings will be Type 1 Construction. Additional roadway dimension information is shown in Figure 8.3 and detailed cross section information can be found on Figures 8.5-8.12, 8.29, 8.31, 8.33, 8.35, 8.37, 8.39, and 8.41.

8.2.3 Structured Streets and Open Space Areas

Due to existing geotechnical constraints that make the Project site susceptible to differential settlement, liquefaction, and lateral spreading when fill is added to the site, the conceptual geotechnical approach is to provide structured street sections that are pile supported in fill areas. Refer to Section 6 for a detailed analysis of the Project's decision-making process for selecting the structured street and open space area approach to mitigating the site geotechnical constraints. Pile-supporting Mission Rock's streets will provide a geotechnically sound foundation for standard street and open space construction that will support the street designs described in Section 8.4, while mitigating the site's tendency for differential settlement.

The proposed structured streets include Exposition Street, Long Bridge Street, Shared Public Way and Bridgeview Street. The proposed open space areas include Channel Street and Channel Lane. Structured street and open space area locations are identified in Figure 8.13. The structured streets and open space areas will be comprised of street pavement and/ or pedestrian concrete paving, landscape, utility infrastructure, and sidewalk improvements built on top of and within structural fill throughout the street sections within the public right-of-way. Subject to the final design, preliminary designs for the concrete slab thickness at the bottom of the structure is conceptually 2-feet thick and walls will potentially be 1 foot thick. The depth of the structured streets will be a minimum of 6-feet deep beneath landscaping to provide sufficient room for tree roots and at least 1 foot deeper than the bottom of the deepest utility pipe per SFPUC vertical clearance requirements. Subdrains, where required based on the final design of the structured streets, will be provided within the structured streets and open space areas to prevent accumulation of water and will drain via a gravity connection or through a sump pump and force main to the sanitary sewer system as described in Section 12. Where a subdrain is required, a sand trap will be installed

in advance of the connection of the SFPUC sanitary sewer main. A preliminary typical structured street cross section is shown on Figure 8.14.

Structured streets and open space areas will be supported by steel H-piles or precast, pre-stressed concrete piles with no down drag. There are two types of pile systems being considered for supporting the structured streets and open space areas. The first consideration is friction-only piles that extend below the Bay Mud sub-layers and gain friction in the clay and sand beneath. The second consideration is a combination of friction plus end-bearing piles which will extend to dense sand or bedrock approximately 100 – 160-feet beneath the bottom of the Bay Mud layers. These preliminary pile-supporting systems are further discussed in Appendix F and are subject to final geotechnical studies and structural designs to be completed as part of the Construction Document process.

The structured streets and open space areas will be integrated within the Project's street grid and conform to existing and reconstructed streets of 3rd Street, Mission Rock Street, and Terry A Francois Boulevard. Final designs to determine pile spacing, depths, waterproofing and drainage will be completed as part of the Construction Document process. The Project will request a design modification or exception to the Subdivision Regulations for interim improvements. The request will be made to the City Department with authority over the interim infrastructure in compliance with the process outlined in the Subdivision Regulations.

8.3 Public Street Modes of Travel and Access

8.3.1 Pedestrian Circulation and Accessibility

Creating a safe, accessible, and comfortable pedestrian experience will be a priority on all streets at Mission Rock, with safe pedestrian street crossings and connections to open spaces and surrounding streets. Mission Rock's three north-south streets will have reduced-height or flush curbs separating the pedestrian realm from the vehicular travelway. In addition to privileging pedestrian access, this strategy will facilitate paratransit vehicle access that can serve all of Mission Rock's Development Parcels and open spaces. Passenger loading and building servicing strategies will be designed to minimize conflicts between pedestrians and vehicles, and to maximize the special streetlife elements that create a rich pedestrian experience.

8.3.1.1 Pedestrian Throughway

On all sidewalks and major pedestrian routes to and within Open Spaces, a pedestrian throughway that is 6-foot minimum in width will be maintained. This throughway is defined as a universally accessible path of travel that does not exceed 5% maximum longitudinal slope and 2% maximum cross slope. See Section 8.4 for mandated minimum widths of pedestrian throughway and circulation routes for specific streets.

8.3.1.2 Access to Development Parcels and Open Spaces

Universal access to and within open spaces shall be provided for significant pedestrian connections, identified on Figure 8.15. Loading zones for passenger loading shall be provided, distributed to enable access to all Development Parcels and open spaces, with priority given to significant pedestrian connections.

8.3.2 Vehicular Circulation

All streets at Mission Rock shall have two-way low-volume, low-speed traffic circulation, with the exception of the Shared Public Way, which shall have one-way traffic in the northbound direction only. Circulation and controlled intersections are shown on Figure 8.16 and described in Sections 8.7 and 8.8.

8.3.2.1 Paseos

Paseos are proposed at the terminus of the Shared Public Way, Bridgeview Street, and Terry A Francois Boulevard at China Basin Park. These paseos shall accommodate Emergency Vehicle Access for a maximum distance of 150-feet from the Exposition Street right-of-way. The terminus of this access shall be clearly marked by permanent site furnishings or street trees. Along Exposition Street, paseos shall include signage and design cues that prohibit access for unauthorized vehicular traffic. Ownership and maintenance and liability for paseos and encroachments thereon shall be addressed as set forth in the ICA or future MOA or MOU.

8.3.2.2 Intersections

All stop-controlled and signalized intersections shall adhere to City standards for signage and street markings. Where crosswalks at uncontrolled intersections are proposed at Open Space connections, an appropriate combination of traffic control strategies, including

crosswalk markings, shall be employed to maximize visibility and safe pedestrian crossing.

Refer to Section 8.8 for more detailed information on intersection design and controls.

8.3.3 Bicycle Circulation

The Mission Rock development is dedicated to improving bicycle transportation throughout the Mission Bay area by implementing the 2009 San Francisco Bicycle Plan and providing infrastructure for improved cyclist safety. In addition to providing a key link within the Bay Trail, between the Blue Greenway south of the site and the Embarcadero north of the site, bicycle lanes of various class designations will be incorporated into the public streets throughout the site. Terry A Francois Boulevard will include the Bay Trail/Blue Greenway, a multi-use trail along the waterfront, as well as sharrows within the Shared Zone. Bridgeview Street and Terry A Francois Boulevard will accommodate the majority of bicycle traffic traveling north and south through the site on protected bicycle facilities or multi-use trails, providing a safer environment that separates bicycles from vehicular traffic and prioritizes bicycle travel. Bridgeview Street and Mission Rock Street will include cycle tracks that are separated from vehicular traffic using mountable curbs, horizontal buffers, or vertical barriers. Bridgeview Street and Terry A Francois Boulevard will accommodate the majority of bicycle traffic traveling north and south through the site on protected bicycle facilities or multi-use trails, providing a safer environment that separates bicycles from vehicular traffic and prioritizes bicycle travel. Figure 8.17 indicates the conceptual strategy for these facilities at a network scale. Refer to Section 8.4 for specific street designs, bicycle facilities, and safety strategies.

8.3.4 Loading, Servicing, and Parking

Loading, servicing, and parking at Mission Rock will be distributed to minimize impact on the public realm pedestrian experience. While no permanent street parking will be provided, passenger loading across the site will be accommodated in dedicated areas. Servicing needs for all of Mission Rock's Development Parcels will be accommodated on Exposition Street, Long Bridge Street, 3rd Street at Parcel A, and Terry A Francois Boulevard in time-limited commercial or dedicated commercial zones. Figure 8.18 describes this conceptual strategy.

8.3.4.1 Passenger Loading

Passenger loading zones are distributed across the public realm, with dedicated accessible passenger loading stalls located on all streets except Bridgeview and Mission Rock Streets.

Refer to the Transportation Plan for more detailed information. Refer to Section 8.4 for streetscape designs, and Section 8.6 for accessible loading stall details.

8.3.4.2 Servicing

Servicing for Development Parcels, including ground floor tenants, will be located in dedicated or time-limited commercial loading zones for deliveries, freight loading, and building servicing. Dedicated commercial loading zones will be provided on Exposition and Long Bridge Streets, and time-limited commercial zones will be located on 3rd Street and Terry a Francois Boulevard.

8.3.4.3 Large Vehicle Access

Exposition and Long Bridge Streets and Terry A Francois Boulevard shall accommodate commercial vehicle circulation. Access to pier sheds, aprons, and valleys shall be maintained for WB-50 trucks to Pier 50, and access to the Pier 48 valley by WB-67 shall be provided; refer to Figures 8.19 and 8.20 for access studies. Commercial vehicle access for trucks that are a maximum size of SU-30 shall be accommodated in time-limited commercial loading zones on the west side of the Terry A Francois Boulevard right-of-way for Working Waterfront tenants; see Section 8.4.

8.3.4.4 Parking and Driveways

Per Chapter 5 of the Design Controls, driveways may be provided for interior servicing of Development Parcels. If provided, driveways to access off street parking on all blocks except D are only permitted on Exposition Street and Long Bridge Street in accordance with Section 7.7. Driveways for the shared parking facility at Block D shall be provided on Long Bridge Street, Bridgeview Street and Mission Rock Street. See Section 8.6 for information regarding placement of driveways relative to streetscape elements.

8.3.4.5 Mission Rock Square Garage

In accordance with the DDA and other Transaction Documents, Port and Developer may determine to develop the underground Mission Rock Square Garage as part of the Project, including associated access improvements and facilities at Channel Street and Channel Lane. The development of the Mission Rock Square Garage, and associated improvements, facilities, and mitigation under the MMRP, is anticipated under the

Transaction Documents and, accordingly, would not constitute a Material Change to this Infrastructure Plan. If Mission Rock Square Garage is proposed for a Phase, prior to the First Submittal of Improvement Plans for that Phase, Developer will: (i) submit and obtain the approvals and consents required for a non-material Infrastructure Plan amendment describing the additional or modified horizontal improvements to be constructed by the Developer to serve the underground Mission Rock Square Garage; and (ii) include the associated Mission Rock Square Garage infrastructure improvements in the applicable Basis of Design documents submitted for that Phase. This provision does not limit the City's obligation to comply with CEQA, in connection with any subsequently proposed modifications to the Mission Rock Square Garage or associated facilities or improvements.

8.3.5 Fire Department Access

Based on the planning efforts undertaken during the Design Controls and meetings with the San Francisco Fire Department, intersection radii, street widths from curb to curb, and right-of-way layouts have been designed to accommodate fire truck turning movements at the Project intersections shown on Figure 8.21. Per the SFFD requirements, intersections are designed to accommodate the truck turning movements of the City of San Francisco 57-foot Articulated Fire Truck (Fire Truck), which is shown on Figure 8.22. Other emergency vehicles turning movements analyzed included the SFFD Engine, SFFD Rescue squad, and a second version of the 57-foot Articulated Truck. The SFFD 57-foot Articulated Fire Truck shown in figures 8.21-8.27 was the most restricted vehicle and thus was the basis for street layout designs. At intersection approaches and within intersections, the Fire Truck may encroach into the opposing vehicular travel lane to complete turning movements, but a minimum of 7-feet of refuge area is provided for any cars within these lanes. Figures 8.23-8.27 show enlargements of the fire truck turning movements for the San Francisco 57-foot Articulated Fire Truck at the site intersections.

8.4 Public Street Network and Hierarchy

The Mission Rock street network will include several street types with distinctive character, planting, traffic speed, and streetlife elements – site furniture, street trees, special paving, and understory planting that combine with active ground floor uses to enrich the pedestrian experience. These street types include:

- Shared Public Way: A pedestrian-oriented shared street with one-way, low-speed, low-volume traffic (Shared Public Way, 8.29-8.30).

- Working Waterfront: A shared street with two-way, low-speed, low-volume traffic that integrates industrial and maritime uses with the Blue Greenway (Terry A Francois Boulevard, 8.31-8.32).
- Neighborhood Street: Streets with generous sidewalks, stormwater treatment gardens, and slow traffic; vehicular travelway curb-separated from sidewalk; must include sharrows, standard bicycle lanes, or protected bicycle facilities (Bridgeview Street, 8.33-8.34; Exposition Street, 8.35-8.36; and Long Bridge Street, 8.37-8.38).
- Paseo: Non-vehicular street connection adjacent to China Basin Park that accommodates emergency vehicle access (Bridgeview Street, Terry A Francois Boulevard, and the Shared Public Way).
- District Street: Streets referencing OCII Mission Bay design standards that include sidewalk and bicycle improvements only (3rd Street, 8.39-8.40; Mission Rock Street, 8.41-8.42)

8.4.1 Street Zones and Designs

The streets will contribute to a varied public realm while satisfying above- and under-ground infrastructure needs at Mission Rock. Proposed streets largely conform to the 2015 Subdivision Regulations, with exceptions noted in Section 8.4.2: Street Designs. The public right-of-way must be open to the sky with the exception of permitted landscape and street-wall encroachments per the Design Controls, Sections 3.8, 4.3, and 6.3.5, and publicly accessible at all times unless subject to maintenance, operations, security and safety rights, or closure by Master Developer for events. Street closure by Master Developer or others shall be subject to all applicable City and Port permitting and authorizations. Ownership and maintenance and liability for streetscape elements and encroachments shall be addressed as set forth in the ICA or future MOA or MOU for the following: on the Shared Public Way, including, but not limited to the Buffer/Furnishing Zone, Frontage Zone, Street Rooms, Tree Groves, and non-standard design features, such as lighting, stormwater gardens, and other stormwater treatments; on Terry A. Francois Boulevard, including but not limited to the Buffer/Furnishing Zone and non-standard design features; on Bridgeview Street, including but not limited to the Streetlife Zone and non-standard design features; on Exposition Street, including but not limited to the Streetlife Zone and Stormwater Zone; on Long Bridge Street, including but not limited to the Streetlife Zone and stormwater treatment; on 3rd Street, including but not limited to the

Streetlife Zone; on Mission Rock Street including but not limited to the Streetlife Zone.

8.4.1.1 Street Zones: General Definitions

The overall dimension of each streetscape is divided into several sidewalk and roadway zones. The following zones apply to the pedestrian realm of all streets:

- Frontage Zone: A zone along building frontages for Active Edge uses such as seating, signage, and merchandizing, a portion of the public realm that a ground floor building is permitted and encouraged to occupy, as defined in Chapter 5 of the Design Controls.
- Pedestrian Throughway: An unobstructed path of travel for pedestrians that is 6-foot minimum in width and universally accessible, with longitudinal slopes not to exceed 5% maximum.
- Streetlife Zone: A zone within the sidewalk that houses streetscape elements such as trees, lighting, furnishings, and stormwater gardens; equivalent to a Furnishing Zone as defined in the 2015 Subdivision Regulations. See 8.4.1.3.
- Stormwater Treatment Zone: A zone at sidewalk grade on Exposition and Long Bridge Streets where large feature stormwater treatment gardens are proposed within the right-of-way.
- Loading Zone: A zone where temporary spaces for passenger loading and building servicing will be provided. See Figure 8.18 for locations.

The following zones apply to the roadway of Bridgeview, Exposition, Long Bridge, 3rd, and Mission Rock Streets:

- Loading Zone: A zone where temporary spaces for passenger loading and building servicing will be provided.
- Travel Lanes
- Bicycle Facilities

The following zone applies to the Shared Public Way and Terry A Francois Boulevard:

- Shared Zone: The Shared Zone will be shared by pedestrians and vehicles and will be flush with the pedestrian realm. The vehicular travelway will be located between pedestrian-only areas, and defined by visual and tactile detection

cues, site furniture, and designed in accordance with applicable accessibility codes and guidance to ensure pedestrian safety. Crosswalks will be marked at regular intervals.

8.4.1.2 Street Markings

Street markings shall be in accordance with City and Port standards for street and intersection markings. See Section 8.8.

8.4.1.3 Streetlife Zone: Elements

Each street will include a Streetlife Zone, equivalent to a Furnishing Zone as defined by the 2015 Subdivision Regulations, which will include the following elements:

- Tree Planting. Trees should be adapted to the particular microclimate and shade conditions of each street, and sited with consideration of localized wind conditions and City spacing requirements. See Section 8.5.3 for street tree palette, distribution, and species attributes.
- Street Furnishings. Street furnishings, located in the Streetlife Zone, should contribute to wayfinding and identity of each street, and should be a mix of fixed and flexible, movable elements in accordance with specific standards and guidelines for each street. These performance criteria are provided in lieu of a specific palette:
 - Seating. Seating should be an inviting element allowing visual permeability and social use. Special street furnishings are encouraged to emphasize each street's unique character.
 - Accessibility. All street furnishings should be universally accessible, or modifiable to meet or exceed CBC and CAL-DAG minimum requirements.
 - Trash Receptacles. Trash receptacles should be standardized across the site. Location of selected receptacles should not impede visual access or mobility.
 - Bicycle Parking. Bicycle parking shall be provided at building and park entries within the Streetlife Zone as described on each street. Bicycle

racks should be standardized on all internal site streets, with the exception of Bridgeview Street.

8.4.2 Street Designs

8.4.2.1 Shared Public Way

The Shared Public Way is proposed to be a major pedestrian route linking important site anchors such as Mission Rock Square and China Basin Park to site arrival points for MUNI, vehicles, and bicycles, as well as the main site parking garage on Block D. Shared Public Ways are curbsless streets that privilege pedestrian movement, following traditional street planning approaches in Europe and other pedestrian-friendly urban centers. The Shared Public Way at Mission Rock will be a dynamic space with active ground-floor retail, street rooms, stormwater gardens, and tree groves that will create a lively and unique environment. These design elements will also serve as cues to differentiate pedestrian-dedicated areas from the shared pedestrian/vehicular zone. Vehicles on the Shared Public Way will be limited to low-volume, low-speed, one-way northbound travel for drop-off, pickup, and deliveries, with traffic volumes not anticipated to exceed 100 vehicles per hour. The Shared Public Way will include the following zones as shown in Figures 8.29 and 8.30:

8.4.2.1.1 Shared Public Way: Active Edges

Active Edges will be located along the retail frontages on both sides of the Shared Public Way and will include the following zones:

- A) Pedestrian Throughway: An unobstructed, 6-foot-minimum clear width path of travel for pedestrians shall be maintained within the Active Edges on both sides of the ROW.
- B) Furnishing Zone: A 6-foot-maximum width zone for furniture, signage, and merchandizing with tree planting shall be included in the 12' active edge on the east side of the ROW.
- C) Frontage Zone: A 2-foot-maximum zone shall be maintained for furniture, signage, and merchandizing on the west side of the ROW.

8.4.2.1.2 Shared Public Way: Streetlife Zone

The Streetlife Zone will be a 20-foot-maximum width zone located along the Shared Zone for its entire length. This zone will provide for safe east-west connections across the ROW. This zone shall include:

- A) Street Rooms: Special landscape areas with non-standard paving, built-in furniture, and ample space for flexible seating, small newsstands, and temporary kiosks.
- B) Tree Groves: Finely textured tree groves that provide dappled shade and enclosure along the entire Shared Public Way. See Section 8.6.
- C) Stormwater Gardens: Stormwater treatment infrastructure that functions ecologically, aesthetically, and programmatically, designed to maximize permeability of movement and view and to encourage lingering, with integrated seating. See Sections 8.6 and 16.

8.4.2.1.3 Shared Public Way: Shared Zone

The Shared Zone shall be consistently a 20-foot-minimum clear zone shared by pedestrians and vehicles. It shall include a non-meandering 12 to 20-foot wide travel lane. Two 8-ft wide passenger loading spaces with clear zones are provided adjacent to the 12-ft travel lane at Blocks E and F to serve retail and open space uses along the street; otherwise, the 12-foot travelway will be bordered by an 8-ft wide area free of streetscape elements to provide 20-ft clear width for emergency vehicle access. Vehicular-accessible areas will be separated from dedicated pedestrian-only areas with visual and tactile detection cues. Crosswalks shall be marked at regular intervals. The Shared Zone shall include:

- A) One-way Traffic: Vehicular traffic shall be permitted one-way northbound, from Long Bridge Street to Exposition Street. North of Exposition Street, the street becomes a paseo; emergency vehicle access only shall be permitted on the paseo between Blocks A and G. No vehicular access is permitted to the Shared Public Way from Channel Street. The Shared Public Way may be closed to vehicular traffic during special events.

- B) Delineated Loading Areas: Paving and demarcation of 8-foot wide passenger loading zones shall be distinct from the 12'-wide vehicular travel lane. See Figure 8.56.

8.4.2.1.4 Shared Public Way: Vehicular Intersections

Raised intersections with visual/tactile detection marking the pedestrian route shall be provided at Exposition and Long Bridge Streets and will comply with applicable accessibility guidance. Refer to traffic calming design described in Sections 8.6 and 8.8.

8.4.2.1.5 Shared Public Way: Visual/Tactile Detection Cues

Visual/Tactile Detection Cues shall differentiate the Shared Zone travel lane and loading zones from dedicated pedestrian areas; these shall be coordinated in consultation with applicable codes and accessibility guidance and include the following:

- A) Paving Strategies: Material tactics, including contrasting paving color, texture, or material type, shall ensure safe pedestrian connections across the Shared Zone. These cues shall delineate the Shared Zone for its entire length. Also see 8.5.2 and Figures 8.44-8.45.
- B) Spatial Cues: Incorporate design and spatial cues such as a 'gateway' to the Shared Zone from Long Bridge Street -- a constricted entry point with physical elements that will provide a visual/physical cue for drivers to slow down. Raised intersections at Long Bridge and Exposition Street are proposed in order to maximize pedestrian safety and visibility. Additional spatial cues are described in Section 8.6: Traffic Calming Design.

8.4.2.1.6 Shared Public Way: Non-Standard Curbs and Drainage

The Shared Public Way is curbless on both sides of the vehicular-accessible 20-ft wide Shared Zone, which is not in conformance with the Subdivision Regulations. A linear drainage element for the inverted crown street, which is described in greater detail in Sections 10 and 13, will convey surface runoff. A design modification and exception or an Encroachment Permit will be requested of the

Acquiring Agency for construction of the inverted crown street during the permitting process for the street improvements. See Figure 8.29 and Section 8.6.

8.4.2.2 Terry A Francois Boulevard

Terry A Francois Boulevard will be a unique Working Waterfront that supports active maritime, industrial, and production uses on the waterfront. Terry A Francois Boulevard will also connect the Bay Trail/Blue Greenway to China Basin Park and the Embarcadero to contribute to uninterrupted public access along San Francisco's eastern waterfront. Connecting the Mission Rock development to its active and historical maritime context, the expression of craft and industrial character along Terry A Francois Boulevard will be central to the personality and experience of this working waterfront. Terry A Francois will include the following zones, shown in Figures 8.31 and 8.32:

8.4.2.2.1 Terry A Francois Boulevard: Waterfront Zone

Located adjacent to Pier 48, Pier 50, and Channel Wharf, the Waterfront Zone shall include the following zones within a minimum cumulative width of 22-feet, measured from Pier 50:

- A) Bay Trail/Blue Greenway: A multi-use trail located along the east side of the entire Terry A Francois Boulevard ROW, with a 16-foot-minimum clear path of travel for bikes and pedestrians.
- B) Buffer/Furnishing Zone: A 3-foot-minimum width buffer comprised of furnishings and iconic lighting, located along the entire length of the Shared Zone. This zone will have contrasting paving and other cues to be coordinated with applicable accessibility codes and guidance.

8.4.2.2.2 Terry A Francois Boulevard: Shared Zone

The Shared Zone will be a 26-foot-minimum width zone with two-way traffic that is shared by pedestrians and vehicles from Mission Rock Street to Exposition Street. The Shared Zone will be separated from the Waterfront Zone and the Building-Front Zone with flush curbs per 8.4.2.2.7 and Buffer/Furnishing Zones per 8.4.2.2.1-B and 8.4.2.2.3-B.

8.4.2.2.3 Terry A Francois Boulevard: Building-Front Zone

The Building-Front Zone shall be contained within a maximum width of 24-feet adjacent to Blocks H, I, and J. The Building-Front Zone will include:

- A) Pedestrian Throughway: A 12-foot-minimum width pedestrian area with 6-foot minimum clear path of travel at street grade along Blocks H, I, and J.
- B) Encroachments: Where an Elevated Walkway is provided within the property line of the adjacent Development Parcels per Chapter 5 of the Design Controls, a 6-foot-maximum width encroachment within the right-of-way shall be provided to accommodate accessible circulation to the Elevated Walkway and a dock lift or similar apparatus at the building face to serve ground floor tenants.
- C) Buffer/Furnishing Zone: A 3-foot-minimum width buffer comprised of furnishings, located along the entire length of the Shared Zone. This zone will have contrasting paving and other visual/tactile detection cues for pedestrians, to be coordinated with applicable accessibility codes and guidance.
- D) Loading Area: A 9-foot-wide loading area that accommodates a maximum truck size of WB-30, located adjacent to the Shared Zone at Blocks H, I, and J. See Figure 8.55.
- E) Streetlife Zone: A 9-foot-wide dedicated pedestrian spill-out space, located adjacent to the loading area.

8.4.2.2.4 Terry A Francois Boulevard: Paseo North of Exposition Street

Between Block K and Pier 48, Terry A Francois Boulevard will become a paseo that will accommodate emergency vehicle access for up to 150-feet of its length, with the terminus of this access marked by permanent street furnishings. The paseo will include the following zones:

- A) Waterfront Zone at Pier 48: A 28-foot-wide zone, located adjacent to the Pier 48 bulkhead, shall accommodate the Bay Trail/Blue Greenway per 4.3.1-A) and additional public space for Pier 48.
- B) Vehicular Turnaround + Loading Spaces: A vehicular turnaround with

passenger loading spaces, accessed from the Shared Zone.

- C) Pedestrian Throughway: A 6-foot-minimum clear path of travel for pedestrians, located along Block K.

8.4.2.2.5 Terry A Francois Boulevard: Vehicular Intersections

Flush intersections with visual/tactile detection marking the pedestrian route shall be provided at Exposition and Long Bridge Streets. An uncontrolled, marked intersection shall be provided at the pedestrian crossing between Channel Lane and Channel Wharf. These will comply with applicable accessibility guidance. Aural warnings will be integrated within paving adjacent to intersections.

8.4.2.2.6 Terry A Francois Boulevard: Streetscape Elements

Streetscape elements are an important aspect of experience and character of Terry A Francois Boulevard.

- A) Placement: Streetscape elements shall be placed within the Buffer Zones at regular intervals as determined by applicable accessibility guidance. Additional permanent streetscape elements in the Waterfront or Building-Front Zones, if desired, shall not block throughway areas or impede circulation along Terry A Francois Boulevard.
- B) Expression of Production Character: Street furnishings, especially benches, along Terry A Francois Boulevard shall express the industrial character of the Working Waterfront Typology. Industrial and salvaged materials are strongly encouraged for these elements.
- C) Consistency of Elements: Trash receptacles and bicycle racks shall be consistent for the length of this streetscape. Benches may be varied.

8.4.2.2.7 Terry A Francois Boulevard: Non-Standard Curbs and Drainage

Terry A Francois Boulevard has flush curb conditions on both sides of the vehicular-accessible Shared Zone, with flush intersections at Long Bridge and Exposition Street, which are not in conformance with the Subdivision Regulations. Additionally, a linear drainage element, which is described in greater detail in Sections 10 and 13, along the flush curb condition will convey surface runoff. A

design modification and exception or an Encroachment Permit will be requested of the Acquiring Agency for construction of the linear drainage element during the permitting process for the street improvements.

8.4.2.3 Bridgeview Street

Bridgeview Street will be a Complete Street with dedicated bicycle infrastructure, active sidewalks, stormwater treatment gardens, and low-speed, low-volume vehicular traffic. An important north-south bicycle connection from China Basin Park to Mission Bay, Bridgeview Street will integrate protected bicycle facilities into the life and character of the street. Bridgeview Street will include the following zones, shown in Figures 8.33 and 8.34:

8.4.2.3.1 Bridgeview Street: Sidewalk Zones

Sidewalks on Bridgeview Street shall be 14-feet-wide along the east side of the right-of-way, and 12-feet wide along the west side of the right-of-way. The sidewalk shall include:

- A) Frontage Zone: A 2-foot-maximum width zone shall be maintained along building frontages for furniture, signage, and merchandizing.
- B) Pedestrian Throughway: An unobstructed, 6-foot-minimum clear width path of travel for pedestrians, with width as noted on Figure 8.33, shall be maintained between the Frontage Zone and the Streetlife Zone.
- C) Streetlife Zone: A zone between the curb and pedestrian throughway with width as noted on Figure 8.33. This zone shall include trees, lighting, and furnishings that shall be consistent for the entire length of the street. Stormwater treatment gardens shall be included in the Streetlife Zone with minimum area as noted in Section 16.
- D) Driveway Restrictions: Driveways shall not be permitted, except at the Block D parking garage.

8.4.2.3.2 Bridgeview Street: Roadway Zones

The 34-foot-wide roadway will accommodate two-way vehicular traffic from Exposition Street to Mission Rock Street and will include:

- A) **Bicycle Facility:** A two-way Class 1 cycle track with total width of 10-feet on the east side of the right-of-way, including two 5-foot-wide lanes. This facility shall be protected from vehicular traffic with a 3-foot-wide horizontal buffer that is flush with the cycle track surface. This horizontal buffer will include a mountable curb that grade-separates the facility from the adjacent vehicular travelway. Approved safe-hit posts that are 46-inches in height shall be provided in this area.
- B) **Travel Lanes:** Two 10.5-foot-wide travel lanes shall be provided to accommodate two-way vehicular traffic.

8.4.2.3.3 Bridgeview Street: Paseo North of Exposition Street

Between Block G and Block K, Bridgeview Street will become a paseo that will accommodate emergency vehicle access for up to 150-feet of its length with the terminus of this access marked by permanent street furnishings or street trees. The paseo will include the following zones:

- A) **Multi-Use Trail Connection:** A 16-foot-minimum clear multi-use trail shall connect China Basin Park to the Class 1 bicycle facility. This connection shall include paving and signage delineating this shared use path and warning cues for pedestrians and cyclists at crossings.
- B) **Emergency Vehicle Clear Access Width:** A 20-foot-minimum clear zone shall accommodate emergency vehicle access for up to 150 feet, measured from the Exposition Street right-of-way.
- C) **Pedestrian Throughway:** A 6-foot-minimum clear path of travel for pedestrians shall be provided on the east and west sides of the right-of-way.

8.4.2.3.4 Bridgeview Street: Traffic Control and Calming Measures

The intersections of Bridgeview Street with Mission Rock and Exposition Streets will have full stop control. The intersection at Long Bridge Street will be a raised intersection at cycle track grade with two-way stop control for Long Bridge, but no stop control for Bridgeview Street bicycle or vehicular traffic. See Section 8.8. A raised mid-block crosswalk at the intersection of Bridgeview Street, Mission Rock

Square, and Channel Lane shall be included. Bicycle facility treatment shall continue across the intersection, with signage to yield to pedestrians. See Figures 8.63, 8.65, and 8.67.

8.4.2.3.5 Bridgeview Street: Bicycle striping, signage, and wayfinding

Bicycle Signage and Wayfinding should refer to City, Port, and NACTO (National Association of City Transportation Officials) Urban Bikeway Standards. Signage should be mounted at the curb edge of the Streetlife Zone, or inset in bicycle facility paving. Before all intersections and at the northern paseo portion of Bridgeview Street, the cycle track shall include paved and signed warning cues for pedestrian crossings. Cycle track demarcation shall continue across intersections at Exposition and Long Bridge Streets to indicate that cyclists have the right-of-way. Signs should indicate that vehicles must yield to cyclists.

8.4.2.3.6 Bridgeview Street: Non-Standard Curbs and Drainage

Bridgeview Street has a raised cycle track with a mountable curb separating the cycle track from the vehicular travel way, and a 4-inch curb separating the cycle track from the sidewalk on the east side of the street; these are not in conformance with the 2015 Subdivision Regulations.

8.4.2.4 Exposition Street

Exposition Street is designed to calm traffic and create a lush pedestrian connection with bulb-out gardens that will treat stormwater and provide seating. It will also accommodate service and loading demands for Blocks A, B, F, G, J, and K. Exposition Street will include the following zones, shown in Figures 8.35 and 8.36:

8.4.2.4.1 Exposition Street: Sidewalk Zones

Sidewalks on Exposition Street shall be 14-feet-wide along the south side of the street, and 20-feet wide along the north side, with inset loading zones for passenger loading and servicing access. The sidewalk shall include:

- A) Frontage Zone: A 2-feet-maximum width zone shall be maintained along building frontages for furniture, signage, and merchandizing.

- B) Pedestrian Throughway: An unobstructed, 6-foot-minimum clear width path of travel for pedestrians, with width as noted in Figure 8.35, shall be maintained between the Frontage Zone and the Streetlife Zone.
- C) Streetlife Zone: A zone between the curb and pedestrian throughway with width as noted on Figure 8.35. This zone shall include trees, lighting, stormwater treatment gardens, and furnishings that shall be consistent for the entire length of the street.
- D) Stormwater Zone: An 8-foot-wide zone between the Streetlife Zone and Roadway on the north side of the right-of-way, at grade with the sidewalk, shall include large stormwater treatment gardens with unique integral seating located at the southeast and southwest corners of Blocks A, G, and K.

8.4.2.4.2 Exposition Street: Roadway Zones

The 26-foot-wide roadway will accommodate two-way vehicular traffic from 3rd Street to Terry A Francois Boulevard, and shall include:

- A) Bicycle Facilities: A 5-foot-wide painted Class II bike lane in the westbound direction, separated from vehicular traffic with a 6-inch-wide solid white line. Minimize utility covers and material transitions in this area. This facility shall be located 1-foot from the face of the adjacent curb. Eastbound sharrows shall be provided.
- B) Loading Zone: An 8-foot-wide zone shall be provided at grade with the roadway, located between stormwater treatment gardens described in Figure 8.36, to provide passenger loading and servicing access. See Section 8.5.6 and Figures 8.18 and 8.54.
- C) Travel Lanes: Two 10-foot-wide travel lanes shall be provided to accommodate two-way traffic.

8.4.2.4.3 Exposition Street: Traffic Control and Calming Measures

The intersection of Exposition Street with Bridgeview Street shall have full stop control for bicyclists and vehicles. At the Shared Public Way and Terry A Francois Boulevard, there shall be stop-controlled raised or flush intersections with

pedestrian throughway clearly delineated by crosswalks. At intersections, bicycle lane treatment shall continue across intersections at Bridgeview Street and the Shared Public Way. See Section 8.8 and Figures 8.63 and 8.66.

8.4.2.4.4 Exposition Street: Large Vehicle Circulation

Large vehicle circulation to and from Terry A Francois Boulevard and Pier 48 shall be accommodated on the roadway between Blocks K and J. See Figures 8.22-27.

8.4.2.5 Long Bridge Street

Long Bridge Street will be an important pedestrian entry point to the site from MUNI on 3rd Street. It is designed with wide throughways, shade trees, ample street furniture opportunities, and compact linear stormwater gardens. Long Bridge Street will accommodate service and loading demands for Blocks C, D, E, H, and I and will be the vehicular entry point for the Shared Public Way. Long Bridge Street will include the following zones, shown in Figures 8.37 and 8.38:

8.4.2.5.1 Long Bridge Street: Sidewalk Zones

Sidewalks on Long Bridge Street shall be 15-feet-wide on both sides of the right-of-way. The sidewalk will include:

- A) **Frontage Zone:** A 2-foot-maximum width zone shall be maintained along building frontages for furniture, signage, and merchandizing.
- B) **Pedestrian Throughway:** An unobstructed, 8-foot-clear width path of travel for pedestrians shall be maintained between the Frontage Zone and the Streetlife Zone.
- C) **Streetlife Zone:** A 5-foot-wide zone between the curb and pedestrian throughway with width as noted on Figure 8.37. This zone shall include trees, lighting, stormwater treatment gardens, and furnishings that shall be consistent for the entire length of the street.
- D) **Bulb-Out with Stormwater Treatment:** A 4-foot-maximum width bulb-out that includes stormwater treatment gardens shall be provided on the north side of Long Bridge Street, on either side of the Shared Public Way intersection.

8.4.2.5.2 Long Bridge Street: Roadway Zones

The 30'-wide roadway will accommodate two-way vehicular traffic from 3rd Street to Terry A Francois Boulevard, and will include:

- A) **Loading Zone:** An 8-foot-wide loading zone shall be provided at grade with the roadway on the north side of the right-of-way, to provide passenger loading and building servicing access. This zone shall be painted with a unique surface treatment that differentiates it from the travel lanes. This zone shall not interfere with fire truck access or turning movements at intersections. Refer to Transportation Plan for loading and servicing strategies.
- B) **Travel Lanes:** Two 11-foot-wide travel lanes shall be provided to accommodate two-way traffic.
- C) **Bicycle Markings:** East- and west-bound sharrows shall be provided.

8.4.2.5.3 Long Bridge Street: Traffic Control and Calming Measures

The intersection of Long Bridge Street with Bridgeview Street shall have stop control for all Long Bridge Street traffic only. At the Shared Public Way and Terry A Francois Boulevard, there shall be stop-controlled raised intersections with pedestrian throughway clearly delineated by crosswalks. See Section 8.8.

8.4.2.5.4 Long Bridge Street: Driveways at Block D Parking Facility

Driveways shall be provided at the Block D parking facility to accommodate ingress and egress. Refer to Transportation Plan.

8.4.2.6 3rd Street

3rd Street is Mission Rock's gateway to Mission Bay. A wide multi-modal street, its character is fundamentally different from the interior streets of Mission Rock. South of Long Bridge Street, the sidewalk is a key threshold into Mission Rock from the MUNI station at Mission Rock Street. 3rd Street will adhere to approved San Francisco Office of Community Investment and Infrastructure (OCII) Mission Bay standards or approved substitutions for paving materials, trees, street furniture, and lighting. 3rd Street will include the following zones, shown in Figures 8.39 and 8.40:

8.4.2.6.1 3rd Street: Sidewalk Zones

The sidewalk on 3rd Street will be 12-feet-wide as shown in Figure 8.39 and will include:

- A) Pedestrian Throughway: An unobstructed, 6-foot-minimum clear width path of travel for pedestrians shall be maintained between the building façade and the Streetlife Zone.
- B) Streetlife Zone: A zone between the curb and pedestrian throughway with width as noted on Figure 8.39. This zone shall include trees, lighting, stormwater treatment gardens, and furnishings that shall be consistent for the entire length of the street.

8.4.2.6.2 3rd Street: Roadway Zones at Block A

At Block A only, the following shall be provided:

- A) Loading Zone: An 8-foot-wide zone shall be provided at grade with the roadway to provide passenger loading and servicing access per Figure 8.18.
- B) Bicycle Facility: A 6-foot-wide painted Class II bike lane in the north-bound direction, separated from vehicular traffic with a 6-inches-wide solid white line.

8.4.2.6.3 3rd Street: Emergency Vehicle Access Radii

Vehicular turning radii from Long Bridge Street and Exposition Street onto Third St have minimum requirements for emergency vehicle access. Refer Figures 8.21-8.27 for truck turning analysis.

8.4.2.7 Mission Rock Street

Mission Rock Street will provide an important link to the Blue Greenway at the terminus of Bridgeview Street. The Block H frontage will incorporate bicycle facilities connecting Bridgeview Street to the Blue Greenway on Terry A Francois Boulevard. Mission Rock Street will adhere to approved San Francisco Office of Community Investment and Infrastructure (OCII) Mission Bay standards or approved substitutions for paving materials, trees, street furniture, and lighting. South of Block H, a contraflow Class 1 cycle track will connect cyclists from Bridgeview Street to Terry A Francois Boulevard's Blue Greenway

infrastructure. Sidewalk improvements will extend along the north side of the right-of-way from Terry A Francois Boulevard to 3rd Street. Mission Rock Street will include the following zones, shown in Figures 8.41 and 8.42:

8.4.2.7.1 Mission Rock Street: Sidewalk Zones

Sidewalk improvements on Mission Rock Street shall be 12-foot-wide, on the north side of the right-of-way, as shown in Figure 8.41. The sidewalk shall include:

- A) **Frontage Zone:** A 2-foot-maximum width zone shall be maintained along building frontages for furniture, signage, and merchandizing.
- B) **Pedestrian Throughway:** An unobstructed, 6-foot-minimum clear width path of travel for pedestrians shall be maintained between the building frontage and the Streetlife Zone.
- C) **Streetlife Zone:** A zone between the curb and pedestrian throughway with width as noted on Figure 8.41. This zone shall include trees, lighting, and furnishings that are consistent for the entire length of the street. Refer to OCII Mission Bay Standards.
- D) **Driveways:** Driveways shall be permitted at the Parcel D parking garage.

8.4.2.7.2 Mission Rock Street: Bicycle Facilities

- A) **Bicycle Facility:** A two-way Class 1 cycle track with total width of 10 feet measured from the face of curb on the north side of the right-of-way, from Bridgeview Street to Terry Francois Boulevard. This facility shall be protected from vehicular traffic with a raised buffer that is a minimum of 15-inches in width, 6 inches in height, and includes a 46-inches-high permanent vertical buffer. This buffer will be segmented to permit drainage. Installation of the raised buffer is adjacent to an existing low pressure water main and will require an agreement between the SFMTA and SFPUC regarding the disposition of the existing water main that will be coordinated during the permitting process.
- B) **Cycle Track Warning Cues:** At intersections, the cycle track shall include paved and signed warning cues indicating pedestrian crossings and vehicular intersections.

- C) Cycle Track Intersections: Cycle track demarcation shall continue across intersections at Bridgeview Street and Terry Francois Boulevard to indicate the primary bicycle route.
- D) Reduced-width travel lanes: existing travel lanes on Mission Rock Street will be narrowed to 10-foot wide. Proposed changes to existing roadway striping will be coordinated at a future date with SFMTA.

8.5 Components of Public Streets

8.5.1 Curb Heights

A variety of curb types will be installed throughout the site. Mission Rock Street, 3rd Street, Long Bridge Street and Exposition Street improvements will consist of crowned asphalt roadway and six-inch curb and gutter on either side. Terry A Francois Boulevard will have flush curb for optimal pedestrian access. Shared Public Way and the northern end of Bridgeview are curbless streets with continuous paving across the right-of-way. Overland release and stormwater drainage information for curbless streets can be found in Section 7: Site Grading and Section 13: Storm Drainage System, respectively. Bridgeview Street will utilize both mountable curb as well as four-inch and six-inch curb and gutter. The mountable curb will delineate the class I cycle track bicycle facility from the vehicular travel lanes and the four-inch curb and gutter will elevate the adjacent landscape and sidewalk above the bike lanes. Curb height design exception and modification requests subject to the process outlined in the City Subdivision Regulations will be reviewed and approved by the City on a case-by-case basis. For further reference of curb type locations throughout the site and typical curb details, see Figure 8.43.

8.5.2 Paving

Paving will be a key component that defines the character, connectivity, and identity of Mission Rock's varied streets and open spaces. See Figures 8.44, 8.45, and 8.46 for proposed paving by street and zone. All paving in areas with high pedestrian traffic will facilitate universal accessibility. Paving connections to surrounding streets should be carefully considered for their impact on the larger Mission Bay neighborhood. Final pavement design for the roadway sections will be designed for the anticipated traffic load and equivalent single axial loads (ESAL) for a design life coordinated with the Acquiring Agency per the terms of the DA, DDA, and ICA.

The Pedestrian Throughway defined on each street shall be an accessible path of travel that is unobstructed by non-ADA-compliant paving or material treatments. Paving and built-in site elements shall be comprised of high-quality materials and finishes that are durable to withstand high-intensity use in the Bay environment. All material textures in designated clear path of travel and accessible use areas shall be ADA-compliant.

Where trees are planted in paving, surfacing material shall allow air and water to reach tree roots. Tree grates or stabilized crushed stone are permitted in the Streetlife Zone and in Open Spaces outside of dedicated Pedestrian Throughways. Where trees are planted in planting areas on streets, finish grade shall be within 2" of adjacent pedestrian paving.

8.5.3 Street Trees

Planting at Mission Rock will function ecologically to help achieve the Project's goals for sustainability and contribute to a healthy environment. Composition and distribution of a diverse, adapted urban forest, stormwater gardens, and planted areas will create a resilient ecological framework to shape varied sensory experiences across the site and provide waterfront and urban habitat. See Figures 8.47, 8.48, and 8.49.

Trees will be used to block and mitigate wind, provide shade and reduce urban heat island effect, and to provide shelter for birds. Native or climate appropriate grasses, shrubs, and ground cover will provide as much species diversity as feasible in Mission Rock's planting areas, as well as function in stormwater treatment gardens. Upon construction, maintenance and management of tree and understory planting, soils, and irrigation will be essential to the successful function of the site's urban ecological systems.

Tree species shall be considered for their aesthetic and ecological benefits. Suggested species diversity in Figure 8.48 is a baseline; species selected for specific areas shall conform to this general distribution and diversity for the Mission Rock urban forest. Tree species suggested for each component of the Public Realm network have been selected in consultation with a certified arborist. If alternative species are chosen, they shall conform to the aesthetic and performance requirements outlined in Figure 8.48.

8.5.3.1 Wind Mitigation

Tree selection and maintenance will be vital to maintaining a comfortable public realm experience in both streets and open spaces. Trees shall be sited with consideration given to wind modeling at the neighborhood and local scale. Mandatory wind tolerances have been noted under the design criteria for tree species selection.

8.5.3.2 Tree Species Installation and Establishment

Trees shall receive adequate soil volume to sustain long-term health. Trees shall receive adequate irrigation and monitoring during a three-year establishment period. Large and medium-size trees shall be installed at a minimum size of 48-inch-box; small trees shall be installed at a minimum size of 36-inch box. Refer to Figure 8.48 for tree size and corresponding minimum size at installation. To meet functional requirements in both streets and open spaces, clear trunk requirements shall be achieved within five years of installation. Branches shall not interfere with pedestrian throughway (minimum 84 inches of clearance measured from ground surface) or mandated fire truck vertical clearance of 13.5-inches-minimum (measured from roadway surface). Master Developer and/or HOA intends to enter into a street tree maintenance and management agreement with Public Works to address street tree maintenance.

8.5.3.3 Tree Maintenance and Management

Trees in the Public Realm should be pruned yearly to sustain long-term health and to maintain desired growth habit. Determine appropriate water application after establishment (three years) in consultation with a certified arborist's comprehensive review of tree health on the site. Monitor water application yearly.

8.5.3.4 Recommended Soil Volume for Trees

Trees in the public realm should have adequate soil volume and infiltration, particularly trees planted in paving. Large tree species require 1500-2000 cubic feet of soil volume per tree; Medium tree species require 1000-1500 cubic feet of soil per tree; Small tree species require 800-1000 cubic feet of soil per tree. Tree species sizes are noted in Figure 8.48.

8.5.3.5 Minimum clearance at On-Structure Conditions

Where trees are planted in on-structure conditions, at least 4-feet of soil depth, and a continuous gravel drainage layer that is 6-12 inches in depth, should be maintained.

8.5.4 Sustainable Water Strategies

Mission Rock's landscapes and building systems will work together and be designed to conserve, re-use, and filter water. Site hydrology will be intertwined with daily life at Mission Rock in a unique and systematic way, with stormwater treatment gardens that are a part of the public realm experience in every streetscape and open space, building-integrated recycled water systems, and advanced greywater reuse strategies. Irrigation is an essential element of plant health and should be considered as part of the site hydrology strategy.

8.5.4.1 Stormwater Treatment

Stormwater treatment will be handled through a combination of treatment within specific streets, and in centralized, large feature stormwater gardens to which runoff is conveyed by gravity or force main for treatment. See Figures 8.50 and 8.51 for a conceptual diagram of the site stormwater treatment approach, and refer to Section 16 for detailed discussion and analysis of stormwater management.

8.5.4.2 Irrigation

All plant species shall receive establishment irrigation for a minimum of two years. Tree species shall receive establishment irrigation for three years or as deemed necessary for long-term health by a certified arborist. Refer to Mission Rock Sustainability Strategy for guidance about water usage. Planting design shall optimize irrigation efficacy by grouping plants with similar water needs into efficient irrigation hydrozones. Permanent irrigation infrastructure shall be provided for all trees, understory planting, stormwater treatment gardens, and lawn areas. Irrigation flow meters for all irrigation hydrozones will be installed to record and monitor water use across the site, and watering records kept for all site trees, with a yearly water audit to track the amount of water applied.

Efficient irrigation systems will be utilized, with drip irrigation except in lawn areas, where spray irrigation is acceptable. Refer to Local Model Water Efficient Landscape Ordinance for regulatory guidance. Recycled water shall be used for irrigation, with potable backup,

to minimize potable water use. This use shall conform to applicable public health standards; edible plants and play areas shall not be irrigated with non-potable water. See Sustainability Strategy for recycled water resources and minimum water quality treatment thresholds.

8.5.5 Lighting

Lighting will be an important component of nighttime identity, experience, and safety at Mission Rock. Lighting of special, unique character should reinforce key pedestrian routes along the Shared Public Way and Channel Lane and Channel Street. Where possible, a variety of lighting types should work together to create a warm, inviting, and safe nighttime environment. See Figures 8.42-8.53.

Lighting across the site will be scaled to the pedestrian and bicycle experience and will reinforce key pedestrian circulation routes and connections. Lighting strategies will also take care to protect site residents by minimizing light pollution. Lighting along the waterfront will operate on a gradient of intensity from a well-lit Promenade at the Buildings and Piers to a more uniformly diffused, minimal character along the water that will not disrupt the ecology of the Bay edge. Lighting strategies shall minimize glare, light trespass outside the development, and light pollution in areas adjacent to residential buildings and along the waterfront. Refer to Section 7.6 of the Design Controls and to the Sustainability Strategy for vertical development lighting controls. Site lighting will comply with applicable regulatory standards.

Lighting fixtures and bulbs shall meet or exceed applicable energy-efficiency standards. Lighting shall be designed to allow facial recognition along paths of travel. Lighting shall not create glare or "hot spots" that would inhibit visual acuity, or unnecessary vertical transmittance of light. Lighting strategies shall facilitate sight lines and perception of safety across the public realm. Lighting uniformity ranges in open spaces shall allow for variation in light levels to create hierarchy and a range of experiences.

8.5.6 Accessible Loading

Loading zones for vehicular and paratransit loading and unloading will be distributed across the site to enable access to all Development Parcels and open spaces, with priority given to significant

pedestrian connections noted in Figure 8.15. Proposed configurations for loading stalls are described for the following conditions:

DPW-Standard Curb, 6-inches typical: Figure 8.54.

Non-DPW-Standard flush curb, Shared Public Way: Figure 8.56

Non-DPW-Standard flush curb, Terry A Francois Boulevard: Figure 8.55.

8.5.7 Driveway and Streetscape Coordination

The project will ensure that locations of above-grade utility boxes, where provided, are coordinated with streetscape elements. These locations shall be coordinated with tree spacing to ensure Urban Forestry standards are applied to the greatest extent possible. If provided at all Development Parcels except Block D, driveways shall be located only Exposition or Long Bridge Streets. Driveways for Block D shall be provided on Long Bridge, Bridgeview, and Mission Rock Streets. Driveways are not permitted on the Shared Public Way, Terry A Francois Boulevard, 3rd Street, or Bridgeview Street north of Long Bridge Street. Driveway locations shall be coordinated with placement of streetscape elements per Figure 8.57.

8.6 Traffic Calming

As part of the pedestrian and bicycle focused development plan outlined in the Mission Rock Transportation Plan, traffic calming elements are proposed to improve non-vehicular traffic safety and access. Proposed traffic calming elements for the Project street rights-of-way are identified in Figure 8.58 and include raised intersections, raised crosswalks, bulb-outs, and narrowed lane widths to accommodate bicycle infrastructure.

8.6.1 Raised Intersections and Raised Crosswalks

Raised intersections are proposed along the Shared Public Way, Terry A Francois Boulevard, and Bridgeview Street and are described in greater detail in Section 8.8. A raised mid-block pedestrian crosswalk is proposed along Bridgeview Street adjacent to Mission Rock Square and Channel Lane. A City Standard driveway is also proposed on Terry Francois Boulevard at the Mission Rock Street intersection to provide additional traffic calming measures as vehicles enter Terry A Francois Boulevard. At raised crosswalk and intersection locations, the street pavement areas will be raised as much as 6-inches to match the adjacent curb heights and will change paving material for a more effective visual cue to motorists. Final grades are dependent on overland release feasibility studies.

Where raised intersections or crossings are proposed, decorative crosswalk treatments or striped continental crosswalks shall be provided and comply with City and MUTCD standards and required review. Proposed decorative treatments shall meet ADA standards for slip-resistance. The design for these intersections and crosswalks will be coordinated with and are subject to the approval of the SFPUC, SFDPW, the SFMTA, and the San Francisco Fire Department (SFFD). Refer to Section 7: Site Grading for additional information about Project grading and overland release requirements. A typical raised crossing detail is shown on Figure 8.59.

The Developer or HOA will be responsible for maintenance and restoration of the street pavement sections, including pavement markings, within the raised intersection and raised crosswalk. Designs will incorporate measures to minimize maintenance and reduce the potential for dirt, silt and other debris to settle within the crosswalks.

8.6.2 Intersection Bulb-Outs

Bulb-outs have been strategically added along Long Bridge Street at the Shared Public Way intersection and along 3rd Street between Exposition Street and China Basin Park. These locations are expected to have a high concentration of pedestrian traffic traveling between the parking garage at Block D, the amenities along Shared Public Way, residential housing on the west side of 3rd Street, China Basin Park and AT&T Park just north of the development site. Bulb-outs will narrow driving lanes, create a shorter pedestrian crossing, make pedestrians more visible to motorists and require vehicles to reduce speeds. The final design for the bulb-outs will be coordinated with the SFMTA, SFDPW, SFPUC, and the SFFD. Bulb-out improvements will be constructed if the designs can meet the Acquiring Agency's requirements for overland drainage release, utility clearances, and accessibility for persons with disabilities. Overland Release at these locations will be studied in the Grading and Drainage Master Plan. A typical bulb-out detail is shown on Figure 8.59.

8.7 Off-Site Traffic Signalization

As shown in Figure 8.60 and described below, the Developer will be responsible for design and construction funding, either as partial contribution or in full, of traffic signal modifications or new traffic signals, as well as striping. Where possible, the electrical service for traffic signals will be located within the joint trench (see Section 17). Traffic signals shall be designed by and constructed to the specifications

of the SFMTA and SFDPW. If determined feasible, planned off-site intersection improvements include, but may not be limited to the following:

8.7.1 3rd Street and Existing Terry A Francois Boulevard

The existing traffic signal infrastructure at Terry A Francois Boulevard and 3rd Street will be removed or modified during the demolition of the northern segment of Terry A Francois Boulevard that currently provides east-west access across the site. The new intersection at this location will serve northbound and southbound vehicular and bike traffic as well as eastbound and westbound bike and pedestrian traffic. An updated signalized intersection is anticipated to provide safe crossing for bikes and pedestrians across 3rd Street. The developer will be responsible for SFMTA costs to review, design, coordinate and implement improvements including signal design and signal timing changes.

8.7.2 3rd Street and Channel Street

To accommodate improvements at the existing 3rd Street and Channel Street intersection, signal timing and phasing will be revised. Vehicular access on Channel Street will now terminate at 3rd Street and will no longer continue eastward onto the site. The left turn from southbound 3rd street and phasing segments will be removed from the signalization at the intersection. The developer will be responsible for SFMTA costs to review, design, coordinate and implement improvements including signal design and signal timing changes.

8.7.3 3rd Street and Mission Rock Street

The existing traffic signals at the 3rd Street and Mission Rock Street intersection are planned to remain in place. Restriping of the Mission Rock lanes will likely require phasing and timing design alterations for the intersection. Revisions to the existing signalization at 3rd Street and Mission Rock Street will be completed by the SFMTA.

8.7.4 3rd Street and Exposition Street

A new traffic signal will be installed at the intersection of 3rd Street and Exposition Street to provide safe mobility for vehicular traffic, cyclists and pedestrians. Vehicles exiting the site from Exposition Street will be permitted to turn right and left onto 3rd Street. Northbound vehicles on 3rd Street will be allowed right turn access into the site at Expositions Street. Left turns from southbound 3rd Street on to Exposition Street will be permitted. Pedestrian crosswalks will also be incorporated

across Exposition Street in the north-south and east-west directions. The developer will be responsible for SFMTA costs to review, design, coordinate and implement improvements.

8.7.5 4th Street Intersection Improvements

As described in the project DEIR, the Developer will provide funding to the SFMTA, for a maximum amount of one-million dollars to SFMTA to design and construct traffic signals at the intersections of 4th Street and Mission Rock Street and 4th Street and Long Bridge Street. Funding shall be provided prior to the issuance of approval for the third building site permit, but in no event later than the site permit for Block D2 parking garage, SFMTA will construct the improvements in advance of the Developer's proposed date of opening for the Block D2 parking garage.

8.7.6 Mission Rock Street Striping

As described in the project DEIR, the Developer will provide the following:

- Stripe a "keep clear" zone in front of the easternmost driveway closest to Bridgeview Street.
- Extend the southbound left-turn lane at the Third Street-Mission Rock Street intersection to a total length of 350-ft. In combination with the re-striped left-turn lane, install advance traffic signal detention equipment in coordination with SFMTA.
- Stripe a "keep clear" zone on Mission Rock Street adjacent to the driveway access points serving the public services building. Final location and extents of the "keep clear" zone will be coordinated with the SFFD and San Francisco Police Department during the construction document approval process.

8.8 On-Site Traffic Controls

Traffic calming and stop-controlled intersections, rather than signalization, are the primary strategy for on-site traffic control. Stop signs will be added at most of the intersections, with final locations to be determined by traffic sight distance requirements, Project phasing and coordination with the City. If implemented, stop signs on city streets will require legislation from SFMTA Board and traffic calming may also require SFMTA Board and/or public hearing.

8.8.1 All-Way Stop-Controlled Intersections: DPW-Standard Curb Condition

Mission Rock will have two all-way stop-controlled intersections at streets with DPW-Standard curbs, at the intersection of Bridgeview Street with Exposition Street (Figure 8.63) and the intersection of Bridgeview Street with Mission Rock Street (Figure 8.67). Bicycle and vehicular traffic will stop in all directions at these intersections. Crosswalks will be marked with City-

standard markings, and DPW-Standard curb ramps will be provided at crosswalks. Bicycle facility treatment will continue across these intersections for all streets. Refer to Transportation Plan for traffic volume information at these intersections.

8.8.2 All-Way Stop-Controlled Intersections: Raised Intersections

Mission Rock will have two all-way stop-controlled intersections that are also raised intersections. These occur at the intersection of the Shared Public Way with Long Bridge Street and at Exposition Street. The Shared Public Way will have one-way northbound traffic only, from Long Bridge Street to Exposition Street. Refer to Transportation Plan for traffic volume information at these intersections.

8.8.2.1 Shared Public Way at Long Bridge Street

At the intersection of the Shared Public Way with Long Bridge Street, vehicular and bicycle traffic on Long Bridge Street will stop in both directions; Long Bridge Street traffic is permitted to turn onto the Shared Public Way at this intersection, but turning will be discouraged through design cues. Refer to Section 8.4.2 and Figure 8.64.

8.8.2.2 Shared Public Way at Exposition Street

At the intersection of the Shared Public Way with Exposition Street, vehicular and bicycle traffic on Exposition Street will stop in both directions and no turns will be permitted. Shared Public Way traffic will stop at the intersection with Exposition Street, and is permitted to turn right or left. The Shared Public Way becomes a paseo north of this intersection; vehicular traffic will not be permitted on the paseo, but it will accommodate emergency vehicle access for up to 150-feet of its length per Section 8.4. Approved removable or hydraulic bollards will be installed at Exposition Street to prohibit vehicular entry.

8.8.3 2-Way Stop at Raised Intersection

Mission Rock will have one internal two-way stop-controlled intersection, at the intersection of Bridgeview Street with Long Bridge Street (Figure 8.65). Vehicular and bicycle traffic on Long Bridge Street will stop in both directions, while bicycle and vehicular traffic on Bridgeview Street will continue through without stopping. This intersection will be raised to meet the grade of the raised cycle track. Crosswalks will be marked with City- standard markings, and DPW-Standard

curb ramps will be provided at crosswalks. Bicycle facility treatment on Bridgeview Street will continue across this intersection. Refer to Transportation Plan for traffic volume information at these intersections.

8.8.4 All-Way Stop-Controlled Intersections: Flush Intersections

Mission Rock will have two all-way stop-controlled intersections that are also flush intersections, at the intersection of Terry A Francois Boulevard with Long Bridge Street and at Exposition Street. Grade transition will occur within the Terry A Francois Boulevard ROW. Terry A Francois Boulevard will have two-way traffic.

8.8.4.1 Terry A Francois Boulevard at Exposition Street (Figure 8.66).

At the intersection of Terry A Francois Boulevard with Exposition Street, vehicular and bicycle traffic on Exposition Street will stop; Exposition Street terminates at Terry A Francois Boulevard. For all vehicles except trucks servicing Pier 48, right turns only will be permitted onto Terry A Francois Boulevard. Northbound Terry A Francois Boulevard traffic will stop at the intersection with Exposition Street, and is permitted to turn left only. Terry A Francois Boulevard becomes a paseo north of this intersection. The paseo will accommodate emergency vehicle access for up to 150-feet of its length. Approved removable or hydraulic bollards will be installed to restrict vehicular entry; vehicular traffic will be permitted only for passenger loading within a clearly delineated and signed area (refer to Section 8.4.3).

8.8.4.2 Terry A Francois Boulevard at Long Bridge Street.

At the intersection of Terry A Francois Boulevard with Long Bridge Street, vehicular and bicycle traffic on Long Bridge Street will stop; Long Bridge Street terminates at Terry A Francois Boulevard. Long Bridge Street traffic is permitted to turn onto Terry A Francois Boulevard in both directions at this intersection. Terry A Francois Boulevard traffic will stop at this intersection in both directions, and turning onto Long Bridge Street is permitted. This intersection will be coordinated with Pier 50 operational requirements.

8.9 Public Transportation System

The Mission Rock site is adjacent to the Muni light rail along King Street and 3rd Street and the Caltrain 4th and King station. It is nearby the Bay Area Rapid Transit (BART) stations for Embarcadero,

Montgomery and Powell Street. The Transbay Transit Center, currently under construction, within the Financial District is also within close proximity to the proposed development. To encourage the use of these and other modes of sustainable transportation, the Mission Rock development has prioritized pedestrian, bike and transit access through the site. Ride share programs are also promoted within the design by incorporating loading and drop off zones throughout the proposed public street network.

Although there are no anticipated bus or light rail improvements associated with this Project, it is the Project team's understanding that SFMTA plans on enhancing the existing Muni transit networks near the Mission Bay area to improve commuter connections and efficiency throughout San Francisco. These improvements will be under the responsibility of SFMTA. For additional information regarding the public transportation system, refer to the latest edition of the Project Transportation Plan.

8.10 SFMTA Infrastructure

Where required, the following list of infrastructure items includes items to be owned, operated and maintained by the SFMTA within public right-of-ways:

- Security monitors and cameras
- Signals and Signal Interconnects, including Muni Bus Prioritization signals
- TPS signal preempt detectors
- Conduit containing TPS signal cables
- Shelters (with Vendor)
- Paint – poles and asphalt delineating coach stops
- Asphalt painting for transit lanes
- Departure prediction ("NextBus") monitors and related communications equipment
- Bicycle racks
- Crosswalk striping, except for areas with a raised intersection/crosswalk or with painted concrete special striping or other special decorative treatment
- Bike lane and facility striping
- APS/Pedestrian crossing signals
- Street Signs

8.11 Acceptance and Maintenance of Street Improvements

Upon acceptance of the new and/or improved public streets, including the structures supporting the streets, by the Acquiring Agency, responsibility for the operation and maintenance of the roadway and streetscape elements will be designated to the appropriate Acquiring Agency as defined in the City of San Francisco Municipal Code and related ordinances, and the Project DA, DDA, ICA, or a separate MOU or MOA per the terms of the ICA. Conflicts between proposed public utility infrastructure and the surface improvements proposed as part of the Project, including but not limited to dedicated transportation routes, trees, bulb-outs, traffic circles and medians, shall be minimized in the design of the infrastructure and surface improvements. The Acquiring Agency responsible for said utility infrastructure will review all proposals for surface improvements above proposed public utility infrastructure on a case-by-case basis to ensure that future access for maintenance is preserved. Stormwater management and treatment infrastructure installed as part of the streetscape to meet the Stormwater Management Requirements and Design Guidelines (SMR) will be maintained by the Master Developer and/or Acquiring Agency subject to the terms of the Project DA, DDA, ICA, or a separate MOU or MOA per the terms of the ICA.

As outlined in the DA, DDA, ICA, or a separate MOU or MOA, the Master Developer or Port will be responsible for maintenance and restoration of the non-standard materials and design features, including decorative paving and hardscape elements, as well as specific streetscape elements and encroachments. Restoration will include replacement of the pavement markings within areas with non-standard materials.

8.12 Phasing of New Roadway Construction

New roadway construction will occur in phases based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project Phasing Plan, and the DA, DDA, ICA, or a separate MOU or MOA. The amount and location of roadway repair/ or replacement will be the minimum necessary to support the Development Phase and maintain minimum required parking allocations, access and utility connections. Such phased roadway construction will allow the existing utility services, vehicular and pedestrian access areas, and landscaped spaces to remain in place as long as possible and reduce disruption of existing uses on the site and adjacent facilities.

Temporary Fire truck turnaround areas, if any, will be coordinated with the SFFD and constructed by the Developer consistent with the Fire Code. Phasing of traffic signalization improvements will be based on

cumulative development thresholds identified by the Project traffic consultant and/or the SFMTA coincident with the Phase applications, construction documents or as stated in the DA. Sidewalk and other accessible pedestrian paths of travel, either permanent or temporary, shall be provided to serve the pedestrian entrance and exit requirements of each Development Parcel prior to being released for occupancy. Such paths of travel will connect to the sidewalks along 3rd Street, Mission Rock Street and Terry A Francois Boulevard and hence to the public transit stations and bus stops thereon.

The Developer will be responsible for mitigating impacts to improvements installed with previous Project Development Phase(s) due to the designs or construction of current or future Development Phases, which will be addressed prior to approval of the construction drawings for the current or future Development Phase.

FIGURE 8.1: PUBLIC REALM PLAN

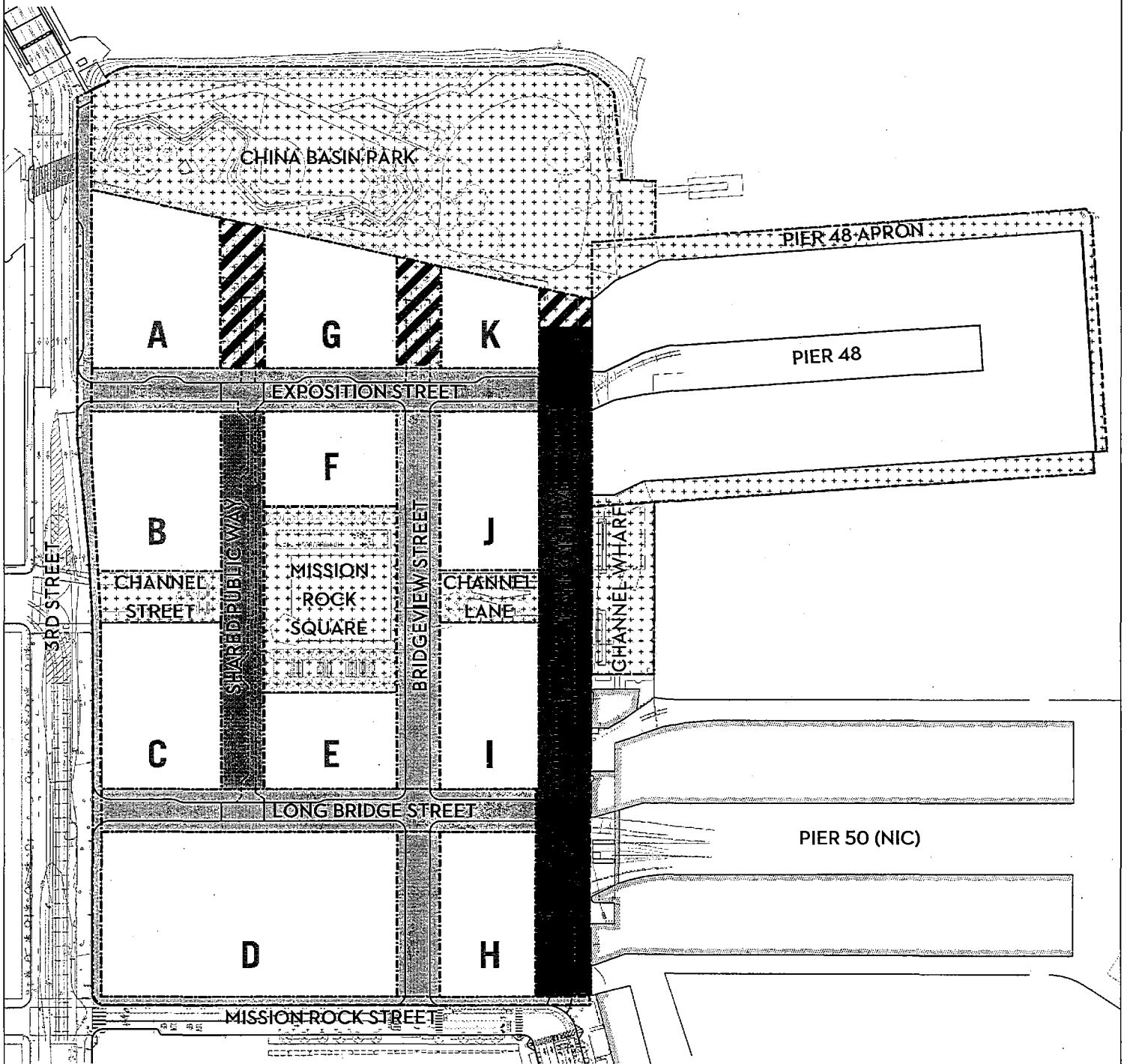


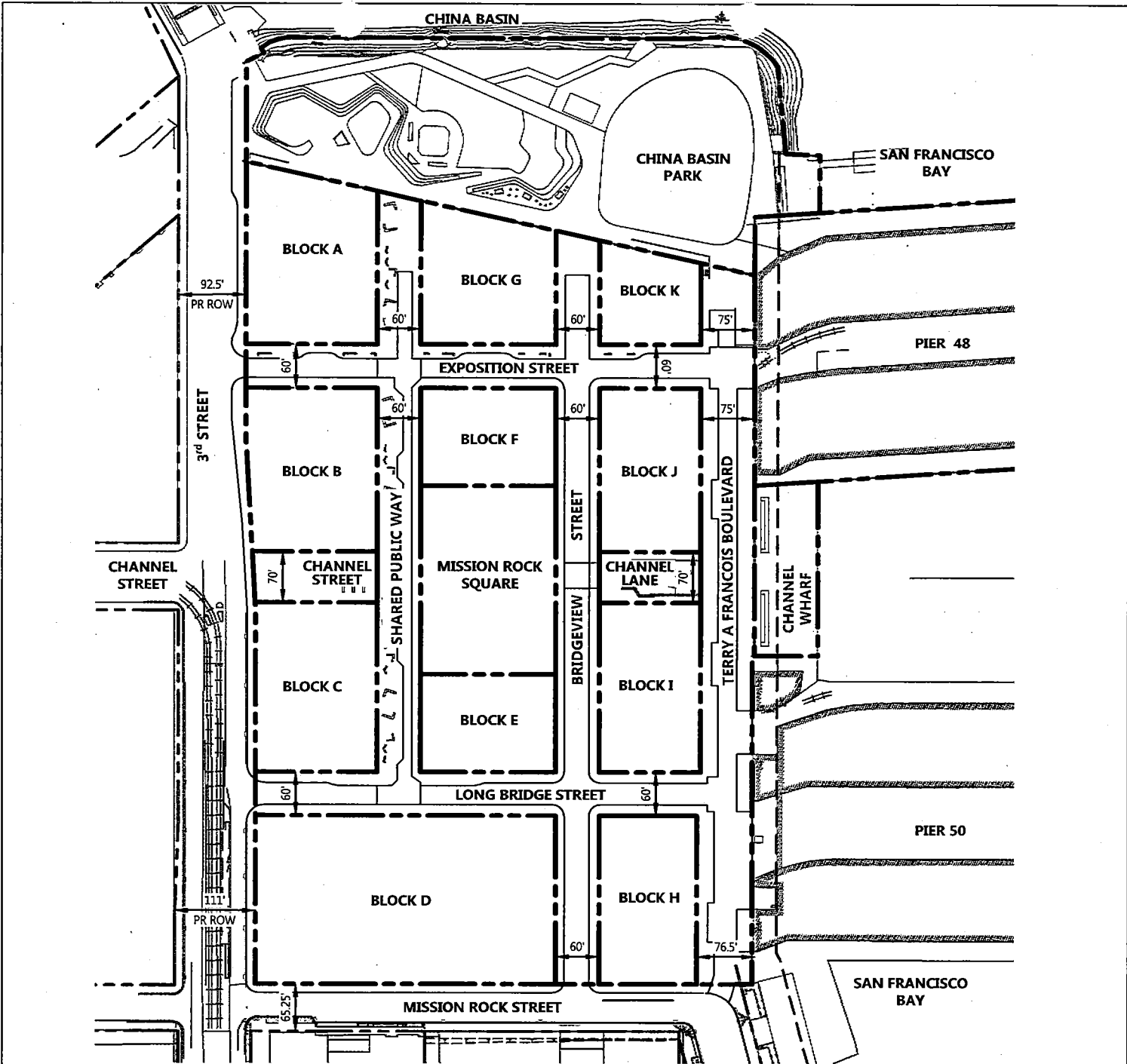
FIGURE 8.1: PUBLIC REALM PLAN



- | | |
|--|--|
| <p> Shared Public Way</p> <ul style="list-style-type: none"> - Pedestrian access permitted across entire ROW; vehicular traffic permitted in Shared Zone only - Traffic volumes anticipated not to exceed 100 cars per hour; one-way northbound traffic - Flush curb on both sides of vehicular zone <p> Working Waterfront (Terry A Francois Boulevard)</p> <ul style="list-style-type: none"> - Pedestrian access permitted across entire ROW; vehicular traffic permitted in Shared Zone only - Traffic volumes anticipated not to exceed 100 cars per hour; two-way traffic - Flush curb on both sides of vehicular zone | <p> Vehicular/Neighborhood Street</p> <ul style="list-style-type: none"> - Two-way street with curb-separated sidewalk - Must include bicycle facilities or sharrows - Loading and service access provided in dedicated areas <p> Paseo (Open Space within R.O.W.)</p> <ul style="list-style-type: none"> - Non-vehicular street connection; accommodates emergency vehicle access <p> Open Space (Shown for reference only)</p> <p> Proposed Boundary</p> |
|--|--|

Source: CMG LANDSCAPE ARCHITECTURE, 07/2016

DRAWING NAME: \\DKF-SF\vol14\2008\0800000\Mission Rock\ENR\Exhibits\Infrastructure Plan Exhibits\Plotted Sheets\Figure 8.2 Conceptual Site Plan & Street Layout.dwg
 PLOT DATE: 07-13-17 PLOTTED BY: FELI



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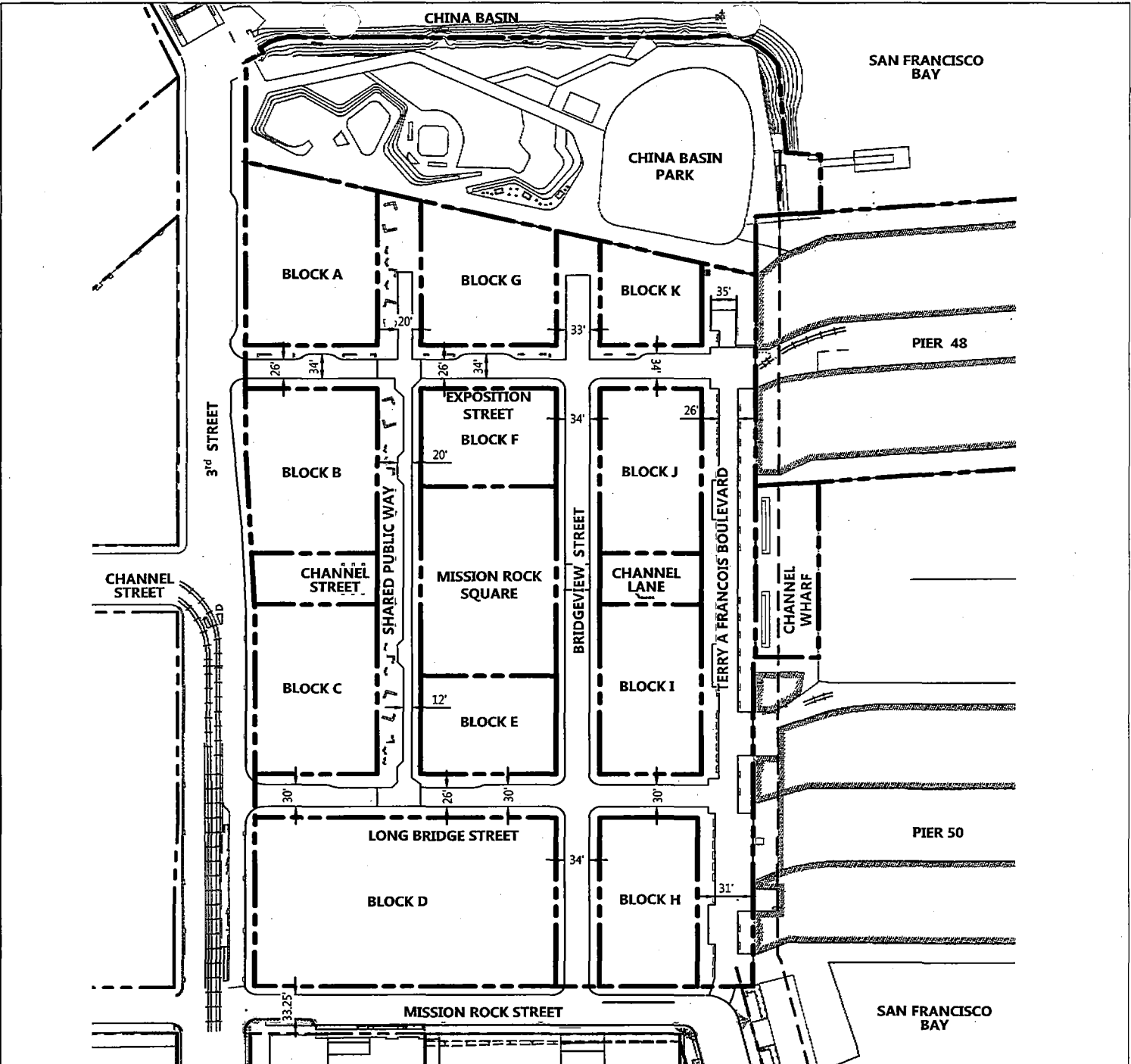
- PROPOSED PARCEL LINE
- EXISTING PARCEL LINE
- 60' RIGHT-OF-WAY DIMENSIONS

Source: BKF ENGINEERS, 07/2016



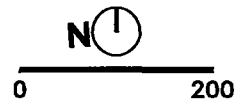
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DRAWING NAME: \\BKF-SF\vol14\2008\080000\Mission Rock\ENG\Exhibits\Infrastructure Plan Exhibits\Plotted Sheets\Figure 8.3 Roadway Dimensions.dwg
PLOT DATE: 07-13-17
PLOTTED BY: FEL

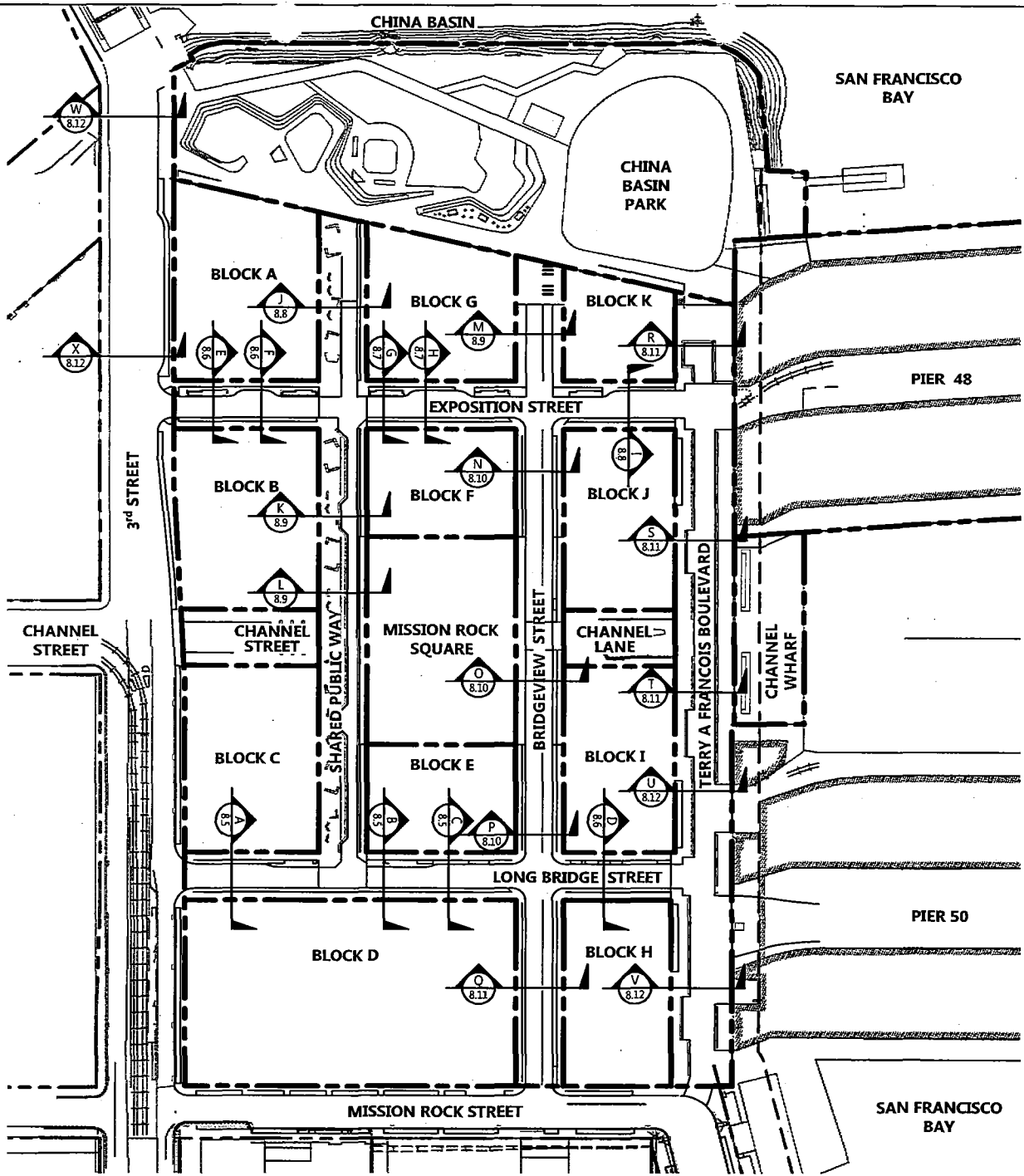


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- - - - - PROPOSED PARCEL LINE
- - - - - EXISTING PARCEL LINE

Source: BKF ENGINEERS, 07/2018



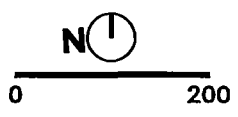
DRAWING NAME: \\DWF-SF\Vol4\2008\000006_Mission Rock\ENG\Exhibits\Infrastructure_Plan_Exhibits\Plotted_Sheets\Figure 8.4 Plan View & Cross Section Locations.dwg
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 PLOTTED BY: FELI

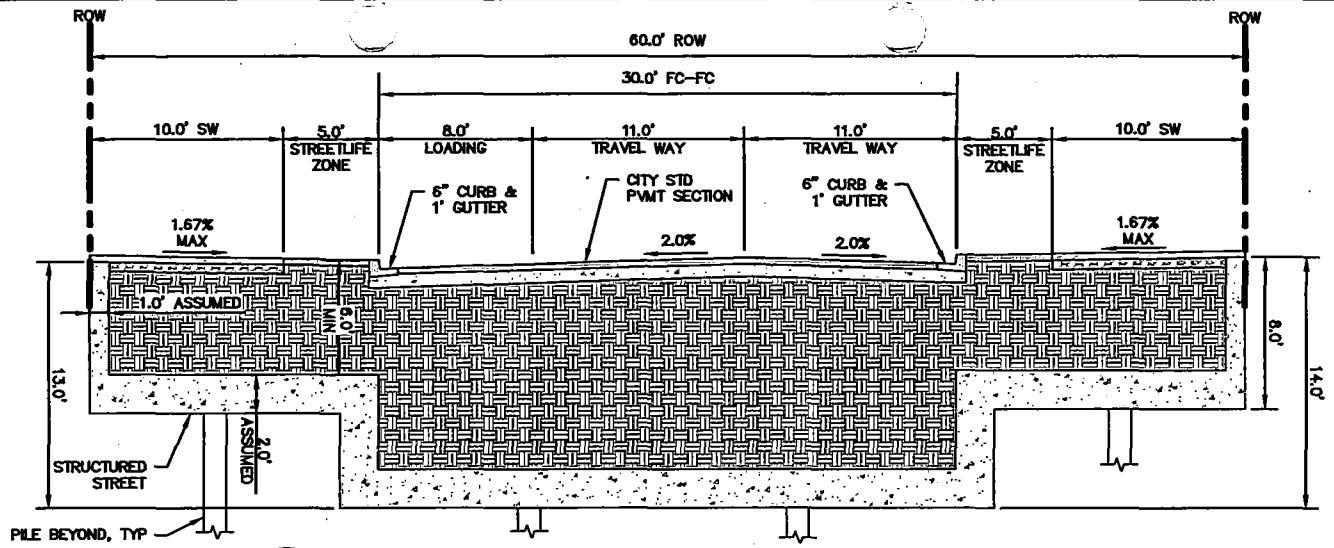


- LEGEND**
- PROPOSED PARCEL LINE
 - EXISTING PARCEL LINE
 - SECTION LOCATION

NOTES
 SEE FIGURES 8.5 - 8.12 FOR TYPICAL STREET CROSS SECTIONS.

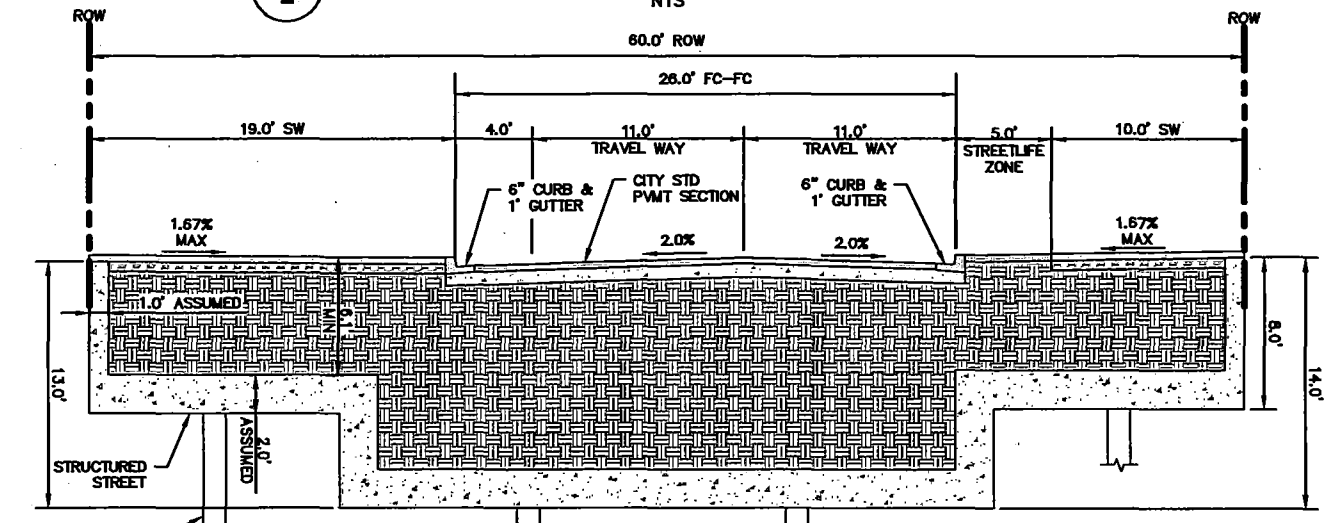
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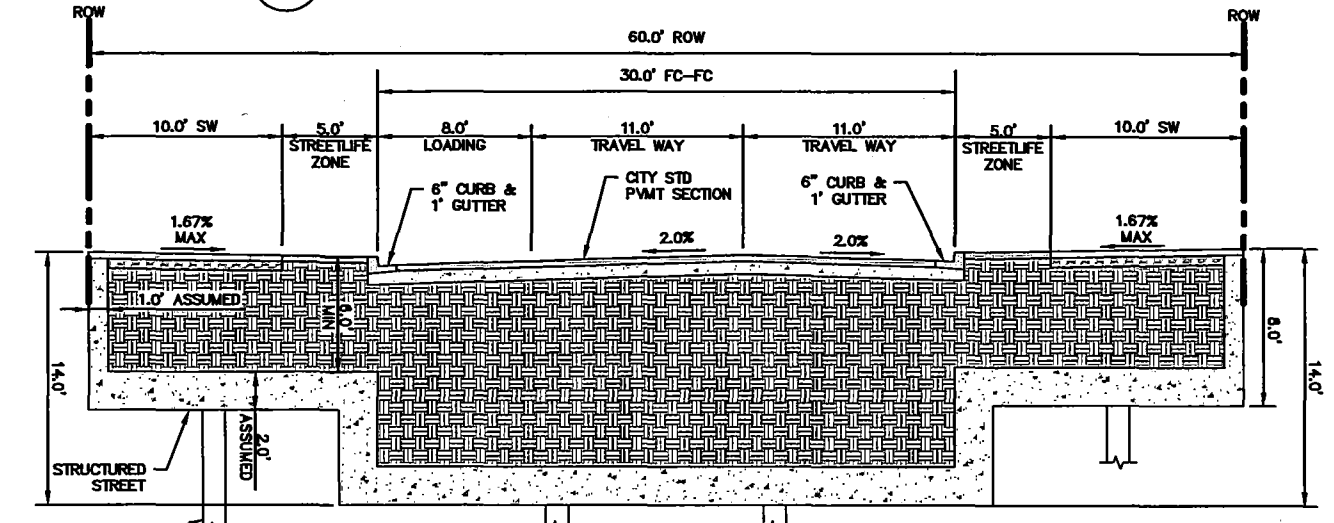
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LONG BRIDGE STREET
NTS



B

LONG BRIDGE STREET
NTS



C

LONG BRIDGE STREET
NTS

LEGEND

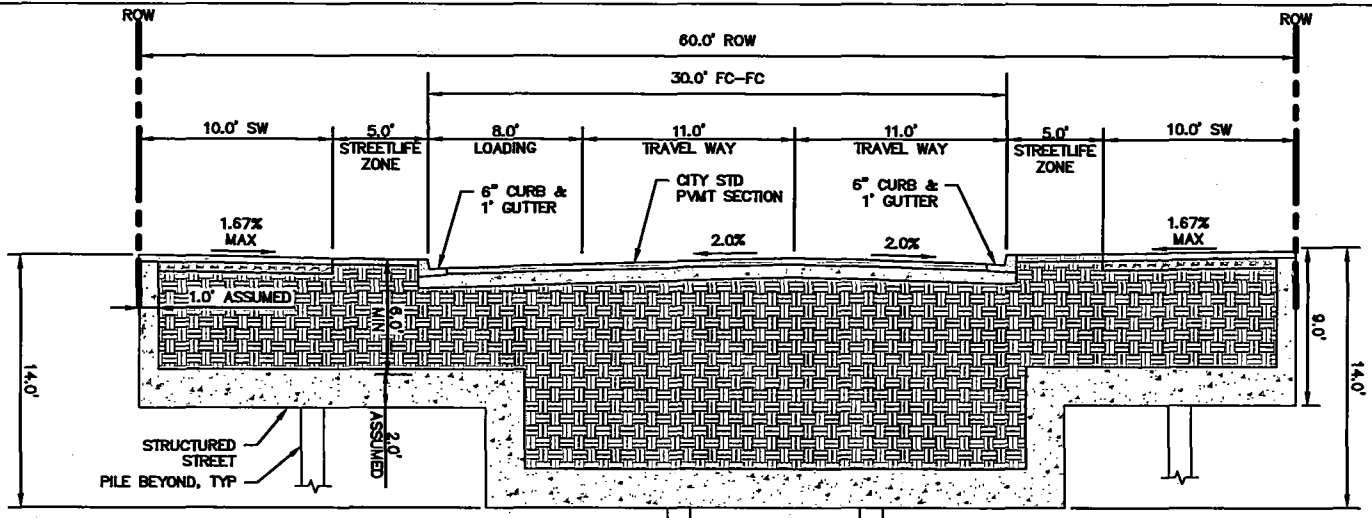
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APPROX	APPROXIMATE	STD	STANDARD
BCDC	BAY CONSERVATION AND DEVELOPMENT COMMISSION	SW	SIDEWALK
EX	EXISTING	TYP	TYPICAL
FC	FACE OF CURB		
MIN	MINIMUM		
PCC	PORTLAND CONCRETE CEMENT		
PVMT	PAVEMENT		

NOTES

1. STREETLIFE ZONE MAY INCLUDE LANDSCAPE ELEMENTS, STREET LIGHT, BIORETENTION AREAS, AND PAVEMENT.
2. DIMENSION SHOWN ARE FROM FACE OF CURB TO FACE OF CURB.

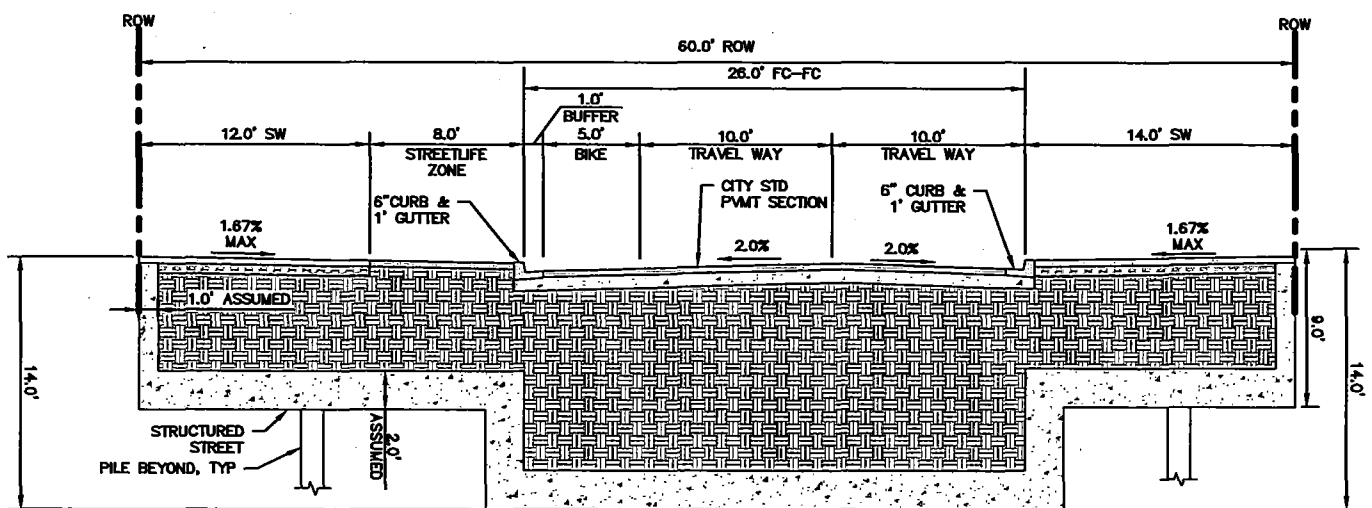
DRAWING NAME: \\BKF-SF\vol\2008\080006_Mission Rock\ENG\Exhibits\Infrastructure Plan Exhibits\Plotted Sheets\Figure 8.5-8.12 Typical Street Cross Sections.dwg
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Source: BKF ENGINEERS, 07/2016



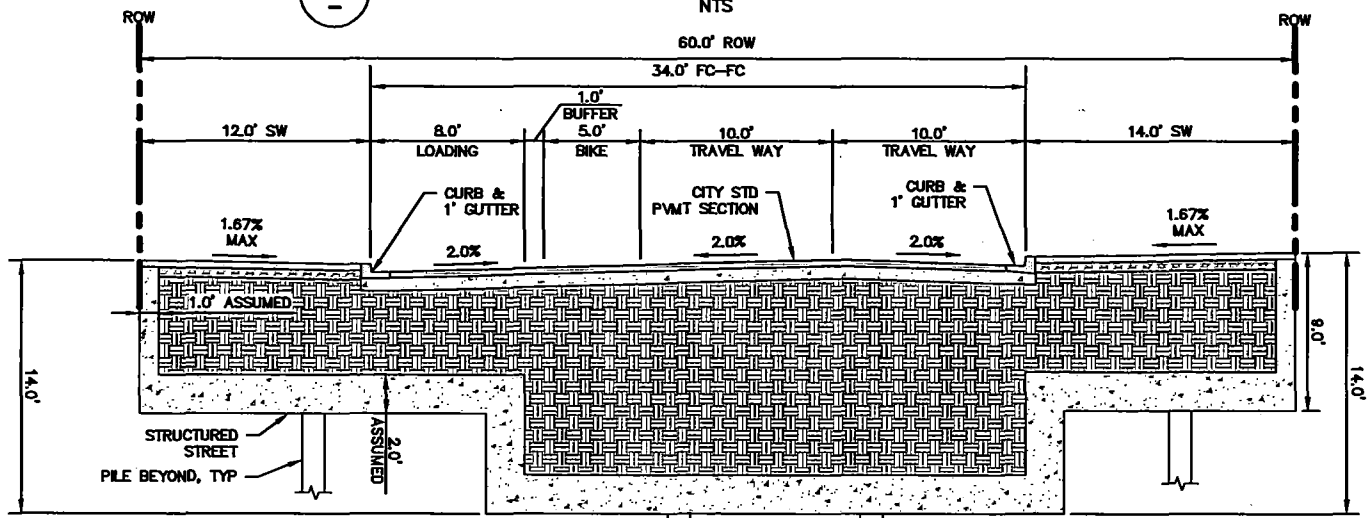
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LONG BRIDGE STREET
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E

EXPOSITION STREET
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F

EXPOSITION STREET
NTS

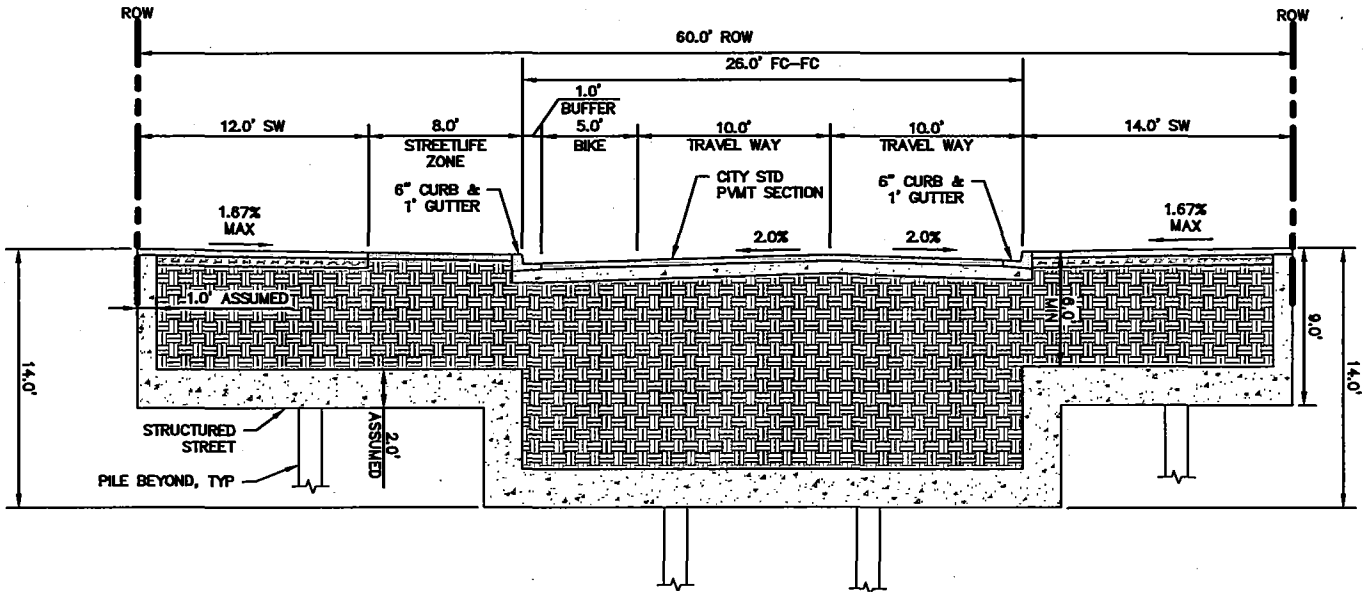
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APPROX	APPROXIMATE	STD	STANDARD
BCDC	BAY CONSERVATION AND DEVELOPMENT COMMISSION	SW	SIDEWALK
EX	EXISTING	TYP	TYPICAL
FC	FACE OF CURB		
MIN	MINIMUM		
PCC	PORTLAND CONCRETE CEMENT		
PVMT	PAVEMENT		

- NOTES**
1. STREETLIFE ZONE MAY INCLUDE LANDSCAPE ELEMENTS, STREET LIGHT, BIORETENTION AREAS, AND PAVEMENT.
 2. DIMENSION SHOWN ARE FROM FACE OF CURB TO FACE OF CURB.

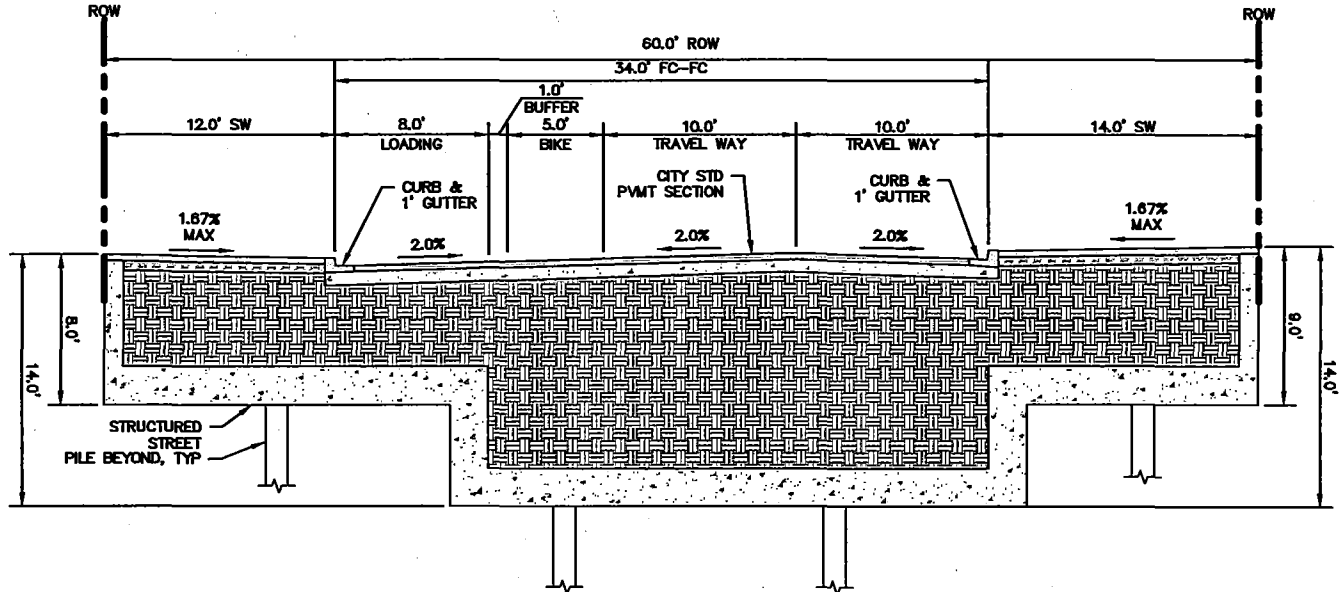
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G

EXPOSITION STREET
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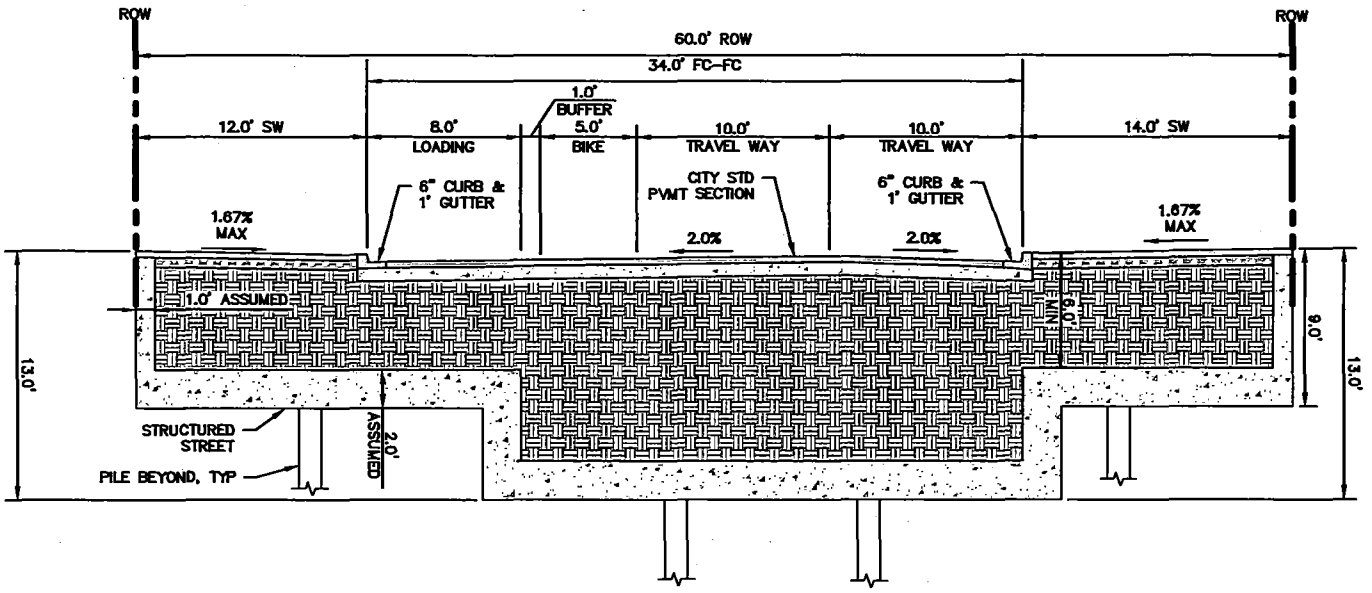
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EXPOSITION STREET
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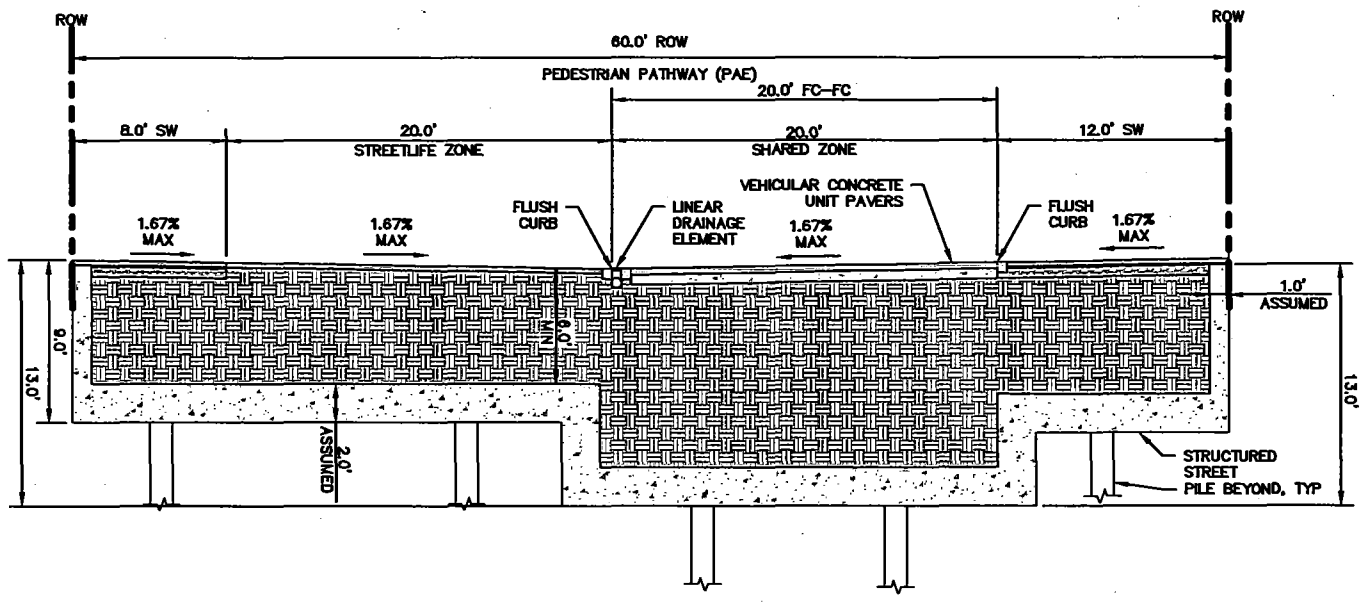
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EX	EXISTING
FC	FACE OF CURB
MIN	MINIMUM
PCC	PORTLAND CONCRETE CEMENT
PVMT	PAVEMENT
ROW	RIGHT OF WAY
STD	STANDARD
SW	SIDEWALK
TYP	TYPICAL

- NOTES**
- STREETLIFE ZONE MAY INCLUDE LANDSCAPE ELEMENTS, STREET LIGHT, BIORETENTION AREAS, AND PAVEMENT.
 - DIMENSION SHOWN ARE FROM FACE OF CURB TO FACE OF CURB.

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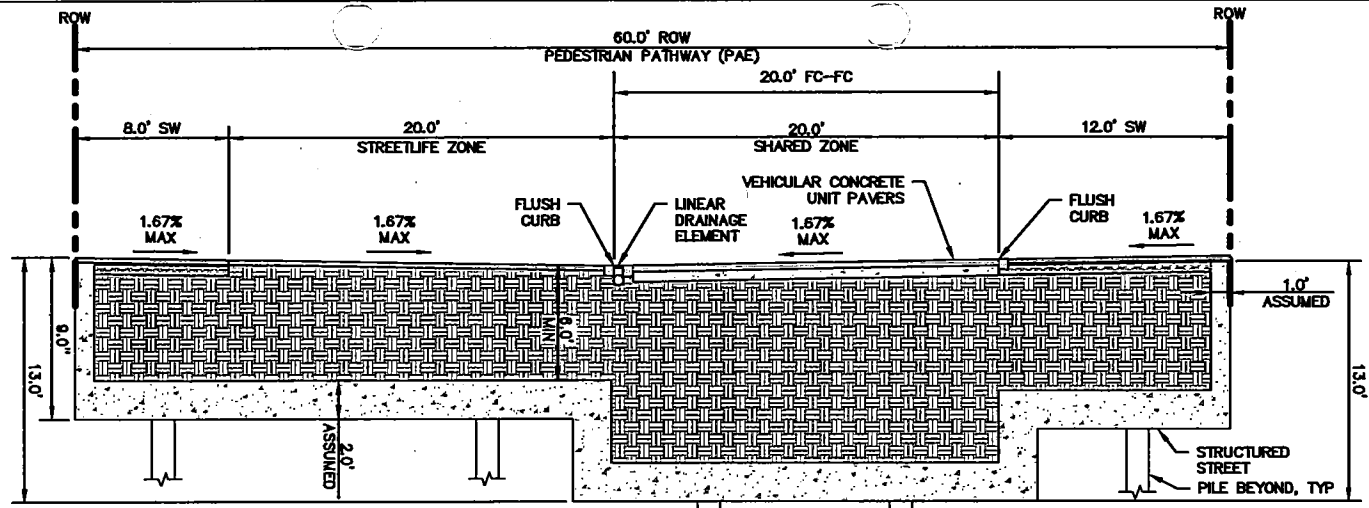
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SHARED PUBLIC WAY
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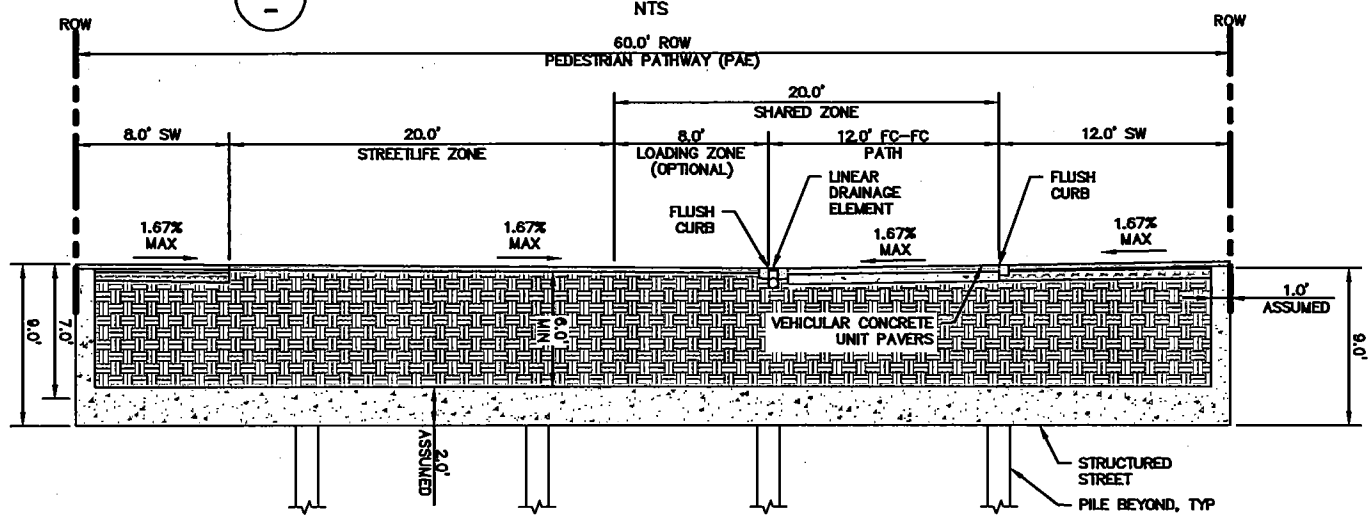
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APPROX	APPROXIMATE
BCDC	BAY CONSERVATION AND DEVELOPMENT COMMISSION
EX	EXISTING
FC	FACE OF CURB
MIN	MINIMUM
PCC	PORTLAND CONCRETE CEMENT
PVMT	PAVEMENT
ROW	RIGHT OF WAY
STD	STANDARD
SW	SIDEWALK
TYP	TYPICAL

- NOTES**
- STREETLIFE ZONE MAY INCLUDE LANDSCAPE ELEMENTS, STREET LIGHT, BIORETENTION AREAS, AND PAVEMENT.
 - DIMENSION SHOWN ARE FROM FACE OF CURB TO FACE OF CURB.



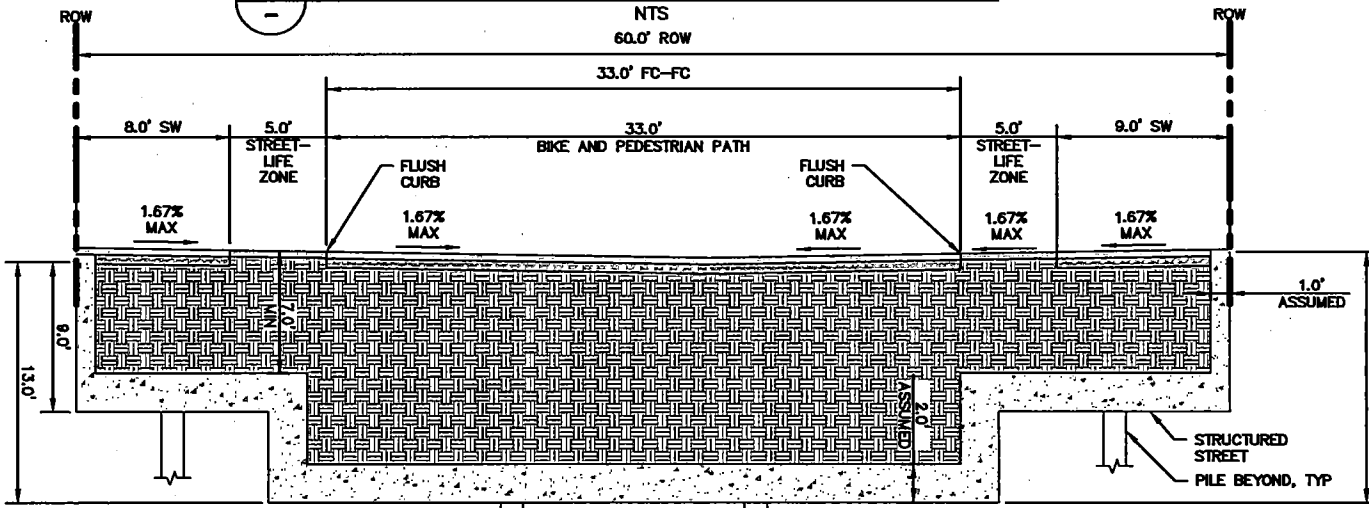
K

SHARED PUBLIC WAY



L

SHARED PUBLIC WAY



M

BRIDGEVIEW STREET

LEGEND

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APPROX	APPROXIMATE	STD	STANDARD
BCDC	BAY CONSERVATION AND DEVELOPMENT COMMISSION	SW	SIDEWALK
EX	EXISTING	TYP	TYPICAL
FC	FACE OF CURB		
MIN	MINIMUM		
PCC	PORTLAND CONCRETE CEMENT PAVEMENT		
PVMT			

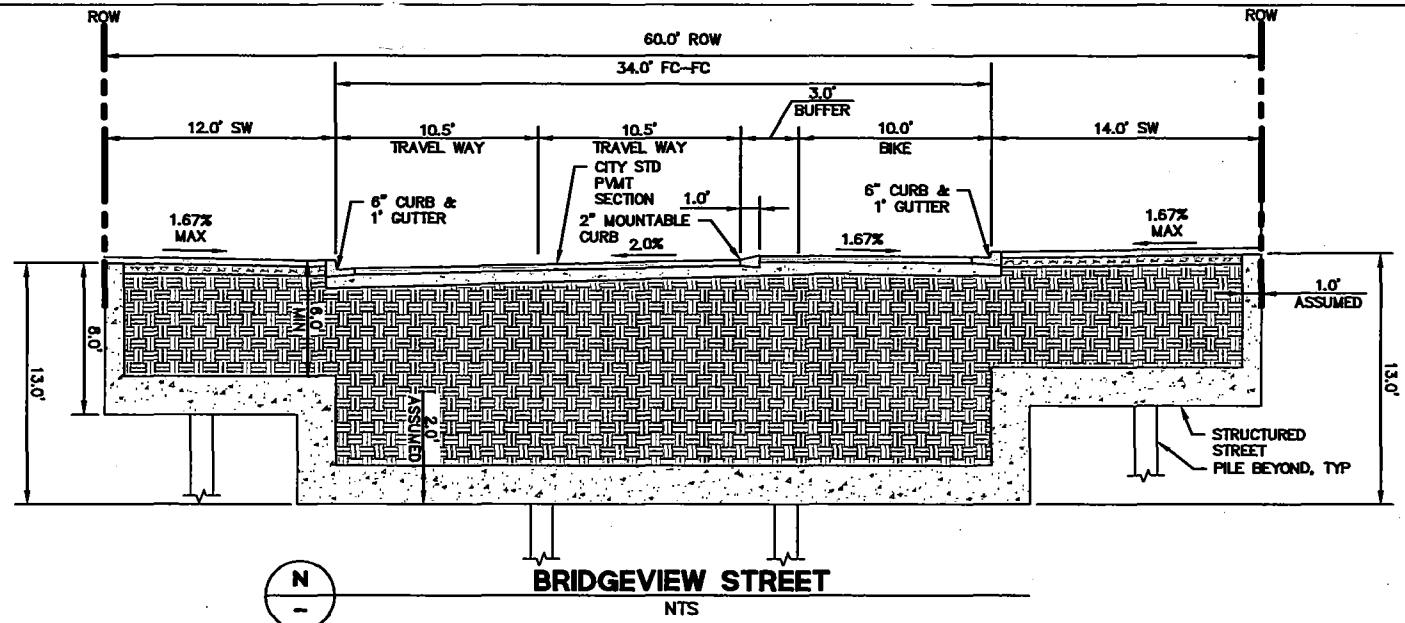
NOTES

1. STREETLIFE ZONE MAY INCLUDE LANDSCAPE ELEMENTS, STREET LIGHT, BIORETENTION AREAS, AND PAVEMENT.
2. DIMENSION SHOWN ARE FROM FACE OF CURB TO FACE OF CURB.

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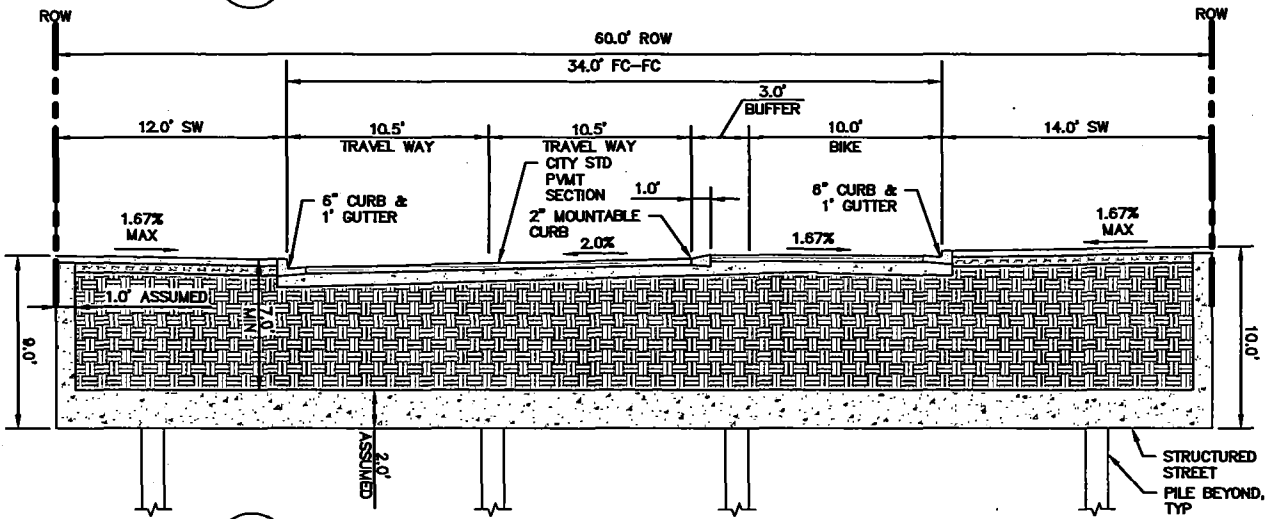
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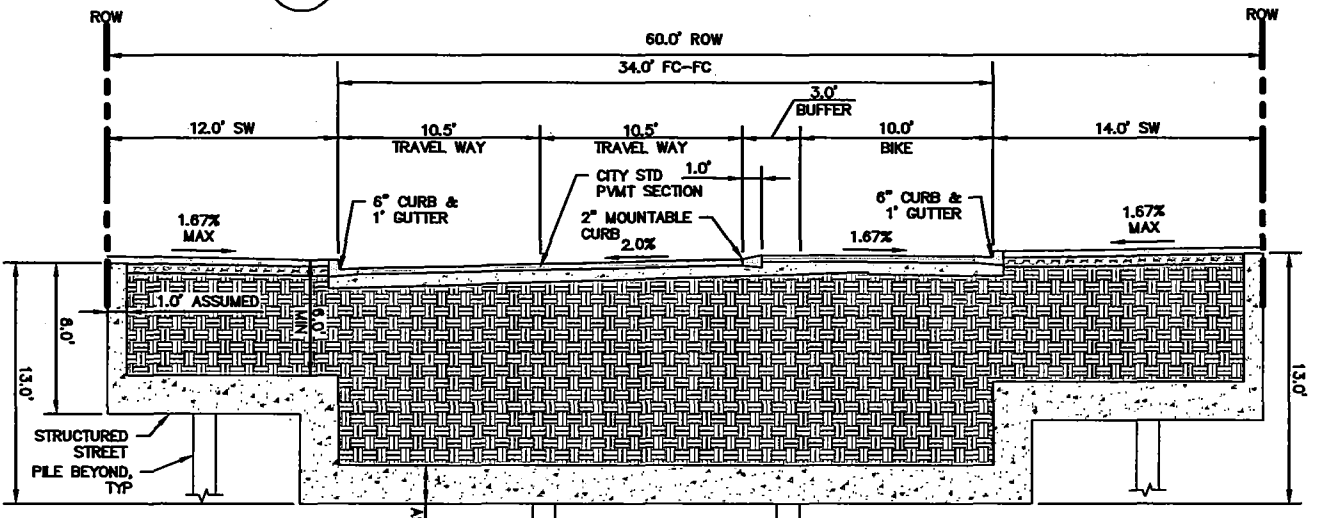
N
-

BRIDGEVIEW STREET
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O
-

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P
-

BRIDGEVIEW STREET
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LEGEND

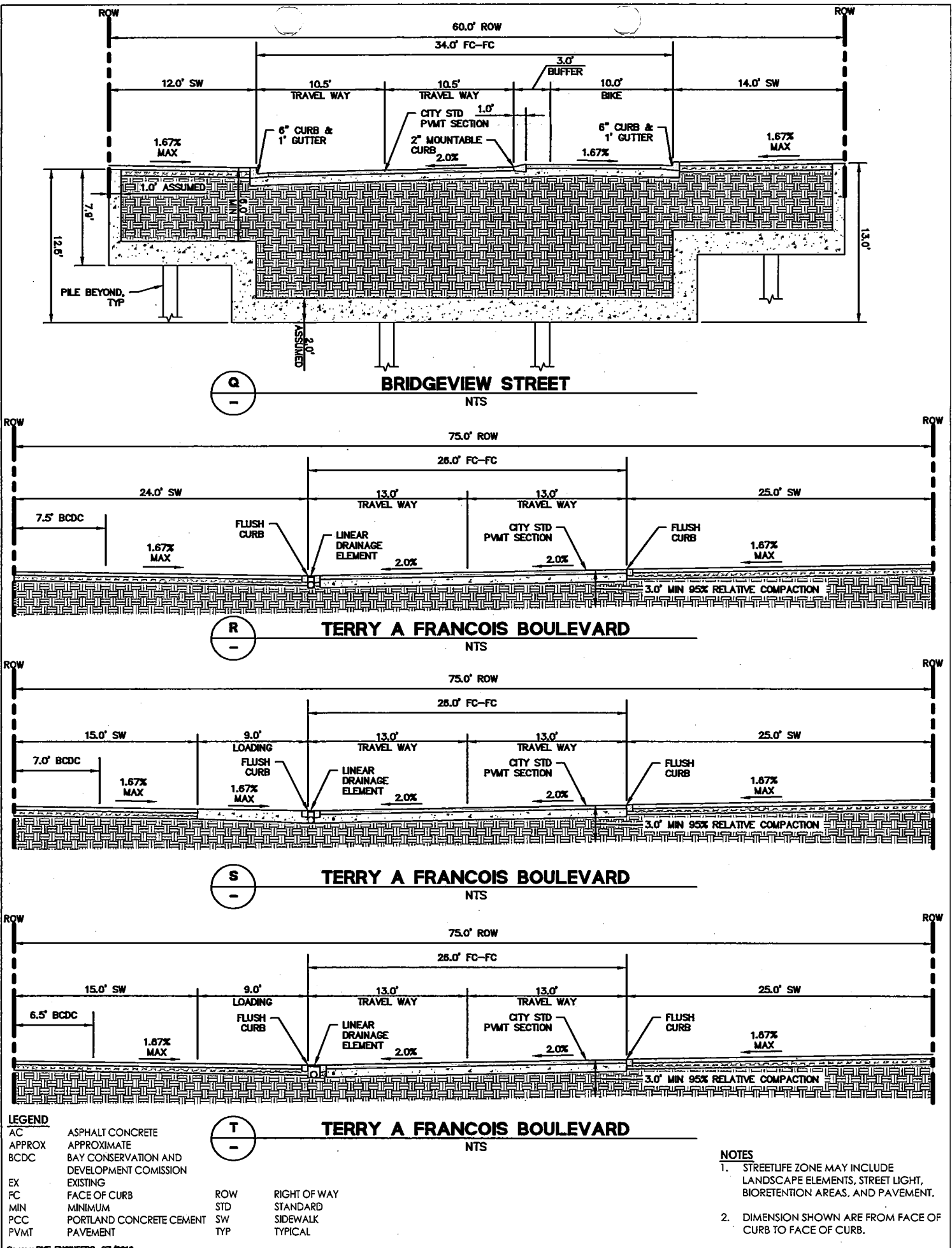
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APPROX	APPROXIMATE	STD	STANDARD
BCDC	BAY CONSERVATION AND DEVELOPMENT COMMISSION	SW	SIDEWALK
EX	EXISTING	TYP	TYPICAL
FC	FACE OF CURB		
MIN	MINIMUM		
PCC	PORTLAND CONCRETE CEMENT		
PVMT	PAVEMENT		

NOTES

1. STREETLIFE ZONE MAY INCLUDE LANDSCAPE ELEMENTS, STREET LIGHT, BIORETENTION AREAS, AND PAVEMENT.
2. DIMENSION SHOWN ARE FROM FACE OF CURB TO FACE OF CURB.

Source: ENR ENGINEERS, 07/2016

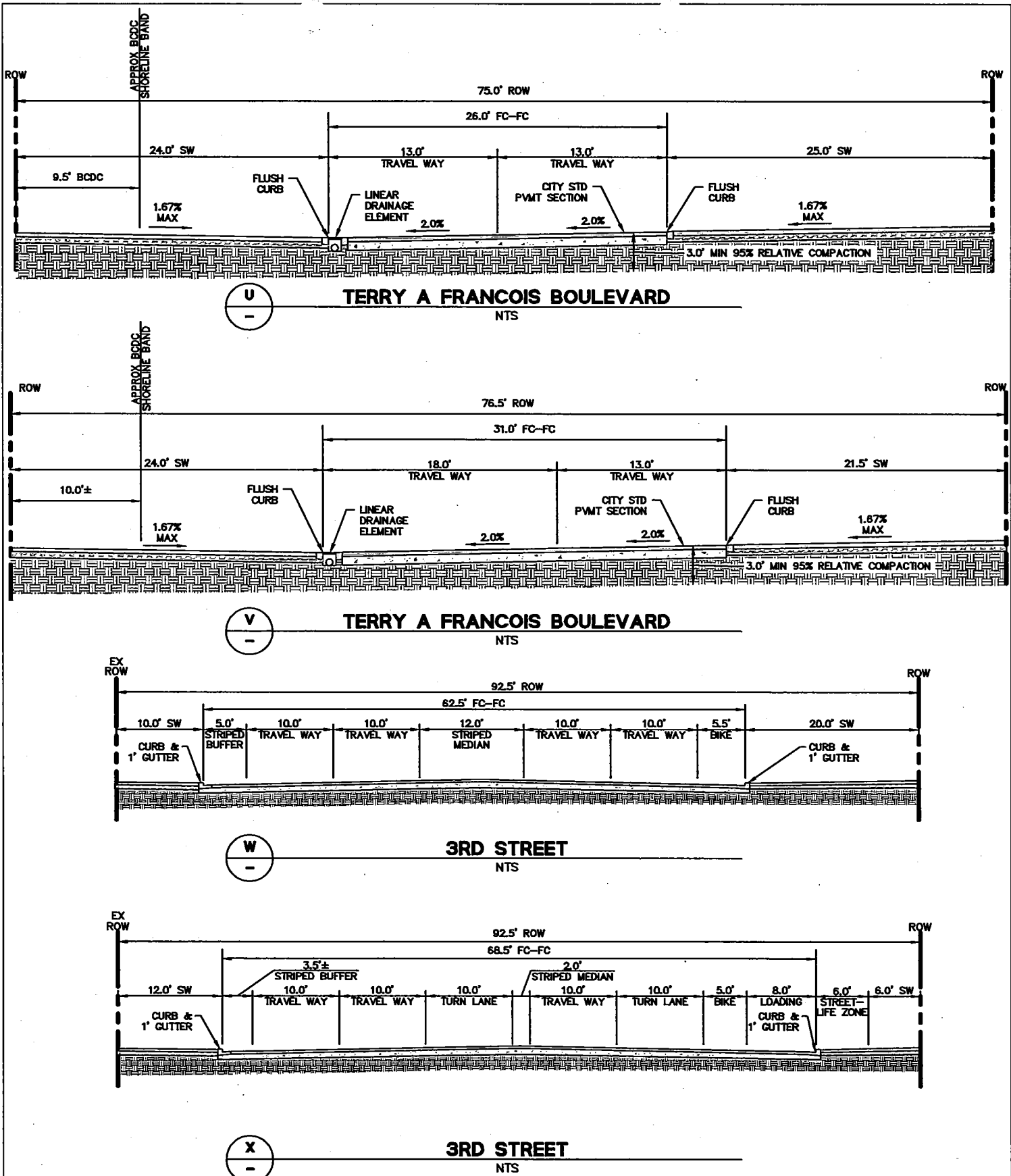
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 PLOT DATE: 07-15-17
 PLOTTED BY: FELI



LEGEND	
AC	ASPHALT CONCRETE
APPROX	APPROXIMATE
BCDC	BAY CONSERVATION AND DEVELOPMENT COMMISSION
EX	EXISTING
FC	FACE OF CURB
MIN	MINIMUM
PCC	PORTLAND CONCRETE CEMENT PAVEMENT
PVMT	PAVEMENT
ROW	RIGHT OF WAY
STD	STANDARD
SW	SIDEWALK
TYP	TYPICAL

- NOTES**
- STREETLIFE ZONE MAY INCLUDE LANDSCAPE ELEMENTS, STREET LIGHT, BIORETENTION AREAS, AND PAVEMENT.
 - DIMENSION SHOWN ARE FROM FACE OF CURB TO FACE OF CURB.

DRAWING NAME: \\BKF-SF\Vol4\2008\080006\Mission Rock\ENG\Exhibits\Infrastructure Plan Exhibits\Plotted Sheets\Figure 8.5-8.12 Typical Street Cross Sections.dwg
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LEGEND

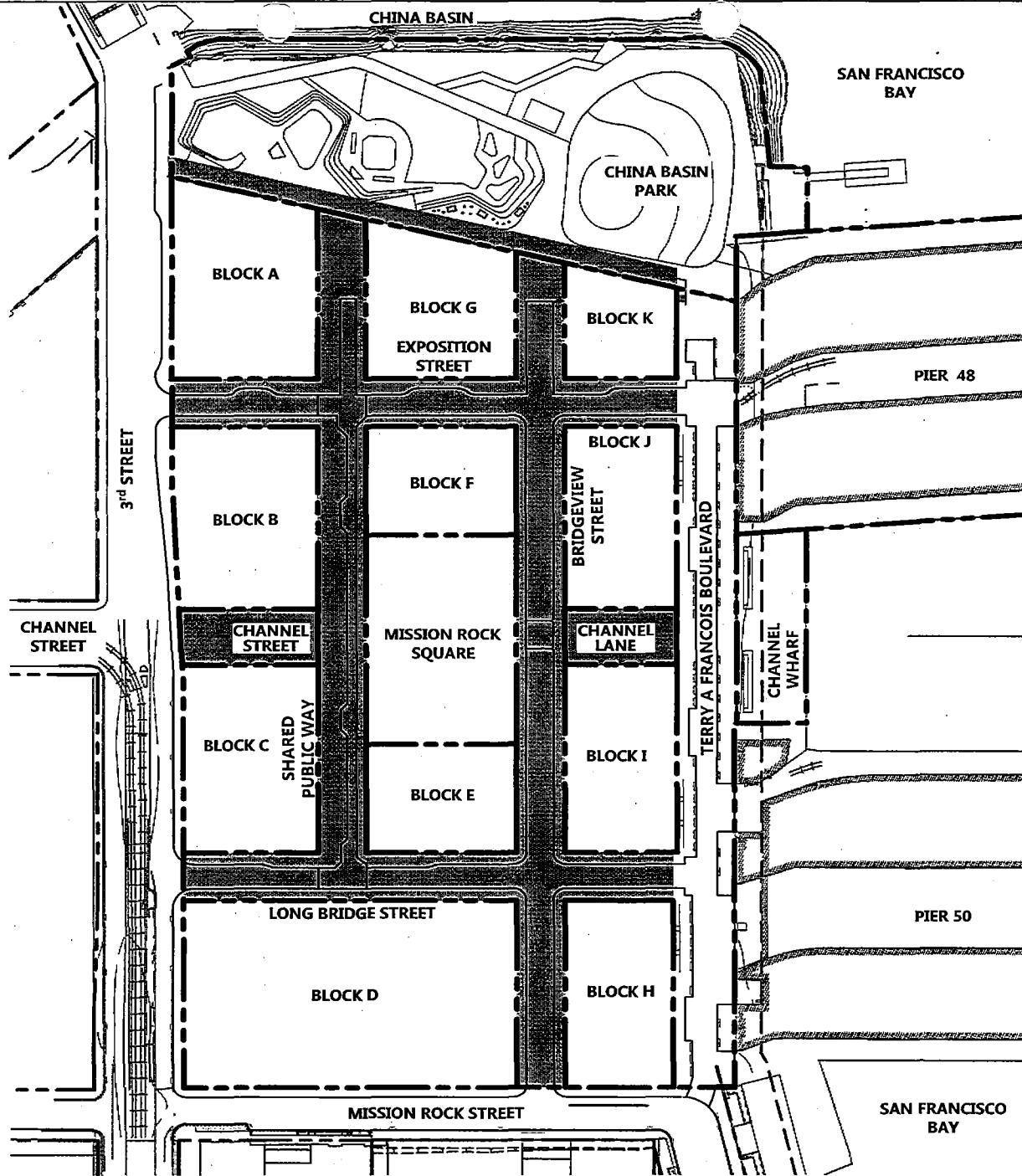
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APPROX	APPROXIMATE	STD	STANDARD
BCDC	BAY CONSERVATION AND DEVELOPMENT COMMISSION	SW	SIDEWALK
EX	EXISTING	TYP	TYPICAL
FC	FACE OF CURB		
MIN	MINIMUM		
PCC	PORTLAND CONCRETE CEMENT		
PVMT	PAVEMENT		

NOTES

- STREETLIFE ZONE MAY INCLUDE LANDSCAPE ELEMENTS, STREET LIGHT, BIORETENTION AREAS, AND PAVEMENT.
- DIMENSION SHOWN ARE FROM FACE OF CURB TO FACE OF CURB.

Source: BKF ENGINEERS, 07/2016

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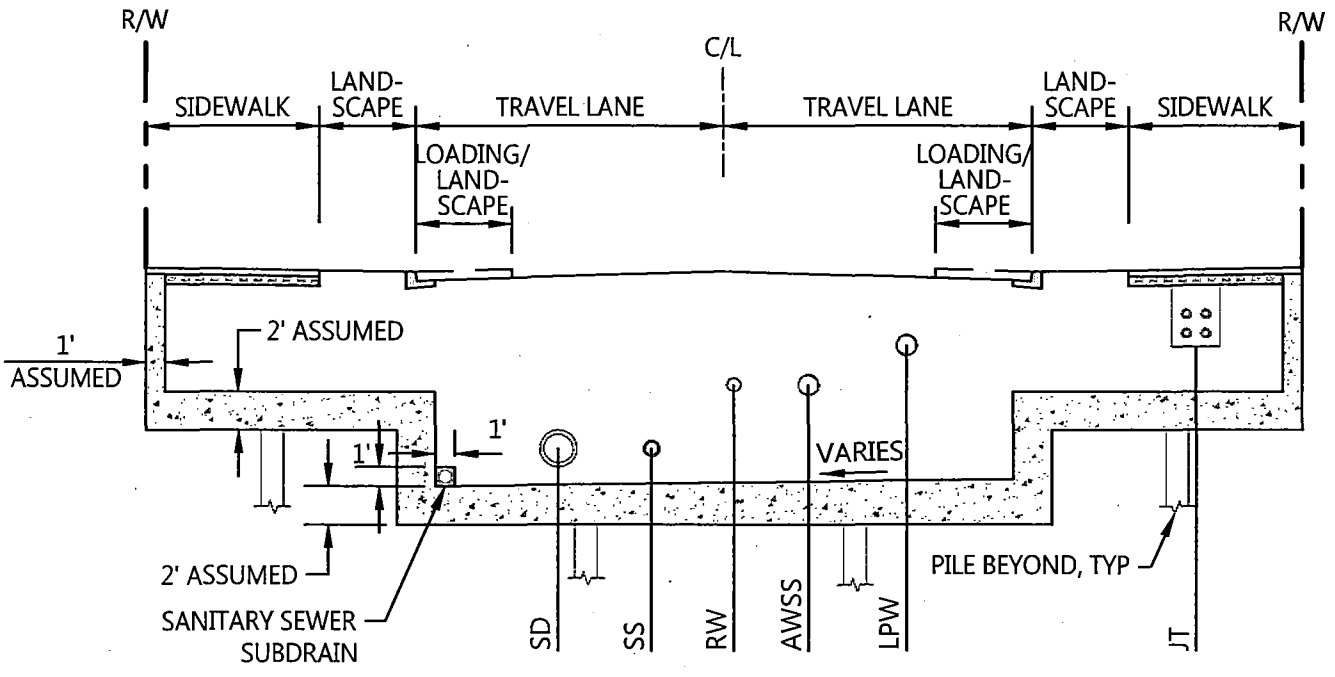
LEGEND

- PROPOSED PARCEL LINE
- EXISTING PARCEL LINE
- STRUCTURED STREET OR OPEN SPACE AREA (210,000 SF)



0 200

DRAWING NAME: \\BKF-SF\vol1\2008\080000_Mission_Rock\EMD\Exhibits\Infrastructure_Plan_Exhibits\Plotted_Sheets\Figure 8.14 Typical Structured Streets.dwg
 PLOT DATE: 07-13-17
 PLOTTED BY: boyo



TYPICAL STRUCTURED STREET SECTION
 NTS

FIGURE 8.15: PEDESTRIAN CIRCULATION + ACCESSIBILITY

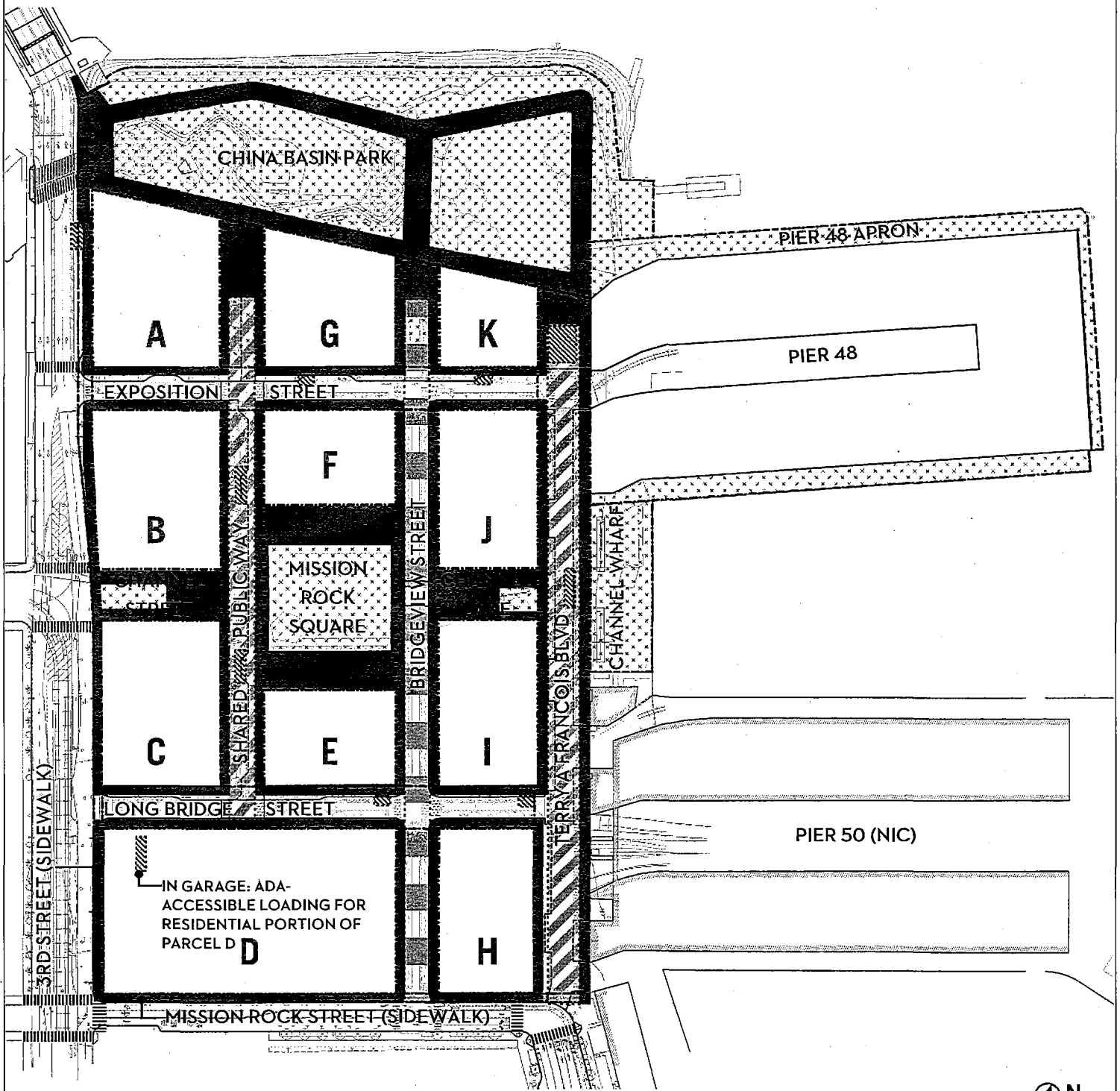




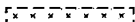


FIGURE 8.15: PEDESTRIAN CIRCULATION + ACCESSIBILITY

- | | |
|---|---|
| <p> <math>< 5\%</math> Path of Travel (all sidewalks)</p> <ul style="list-style-type: none"> - Accessible path of travel to all potential building entrance locations <p> Accessible Loading Stall/Dedicated Passenger Loading</p> <ul style="list-style-type: none"> - Delineated drop-off area within ROW - Located in central areas - Curb ramps where required by curb condition | <p> Shared Street with Flush Curb</p> <ul style="list-style-type: none"> - Delineated drop-off areas as noted - Entire vehicular area can be used for paratransit drop-off <p> Vehicular Street with Reduced-Height Curb</p> <ul style="list-style-type: none"> - 4" curb accessible by paratransit vehicles for drop-off <p> Open Space (Shown for reference only)</p> |
|---|---|

Source: CMG LANDSCAPE ARCHITECTURE, 07/2016

FIGURE 8.16: VEHICULAR CIRCULATION

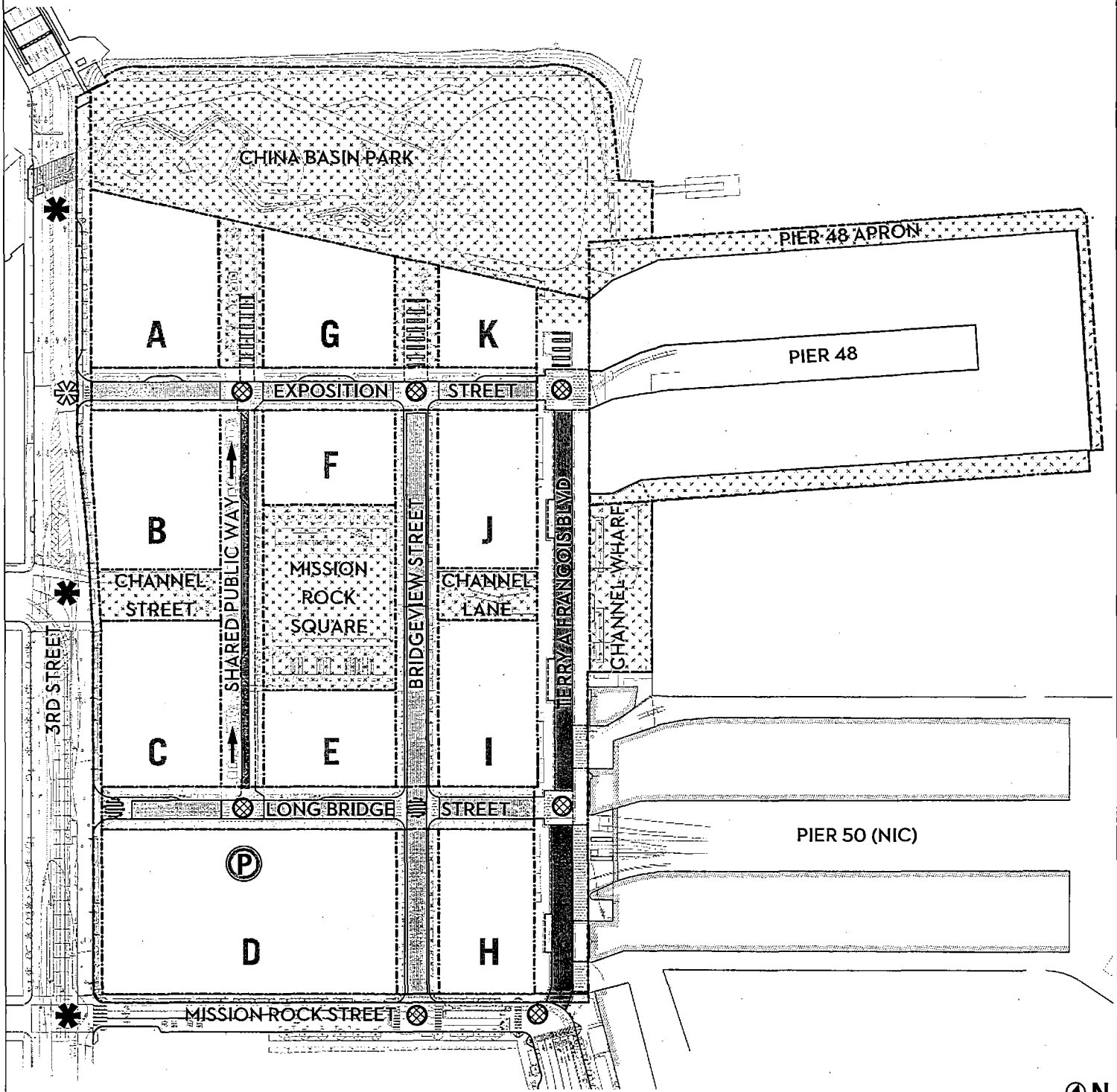






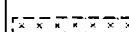





FIGURE 8.16: VEHICULAR CIRCULATION

- | | | | |
|---|---------------------------------------|---|----------------------------------|
|  | Shared Street (No Street Parking) |  | Shared Site Parking Location |
|  | 2-Way Street (No Street Parking) |  | Stop Sign: All-Way |
|  | Paseo with Emergency Vehicle Access |  | Stop Sign: At Through Streets |
|  | Open Space (Shown for reference only) |  | Existing Signalized Intersection |
|  | Direction of 1-Way Traffic |  | Proposed Signalized Intersection |

Source: CMG LANDSCAPE ARCHITECTURE, 07/2016

FIGURE 8.17: BICYCLE CIRCULATION + FACILITIES

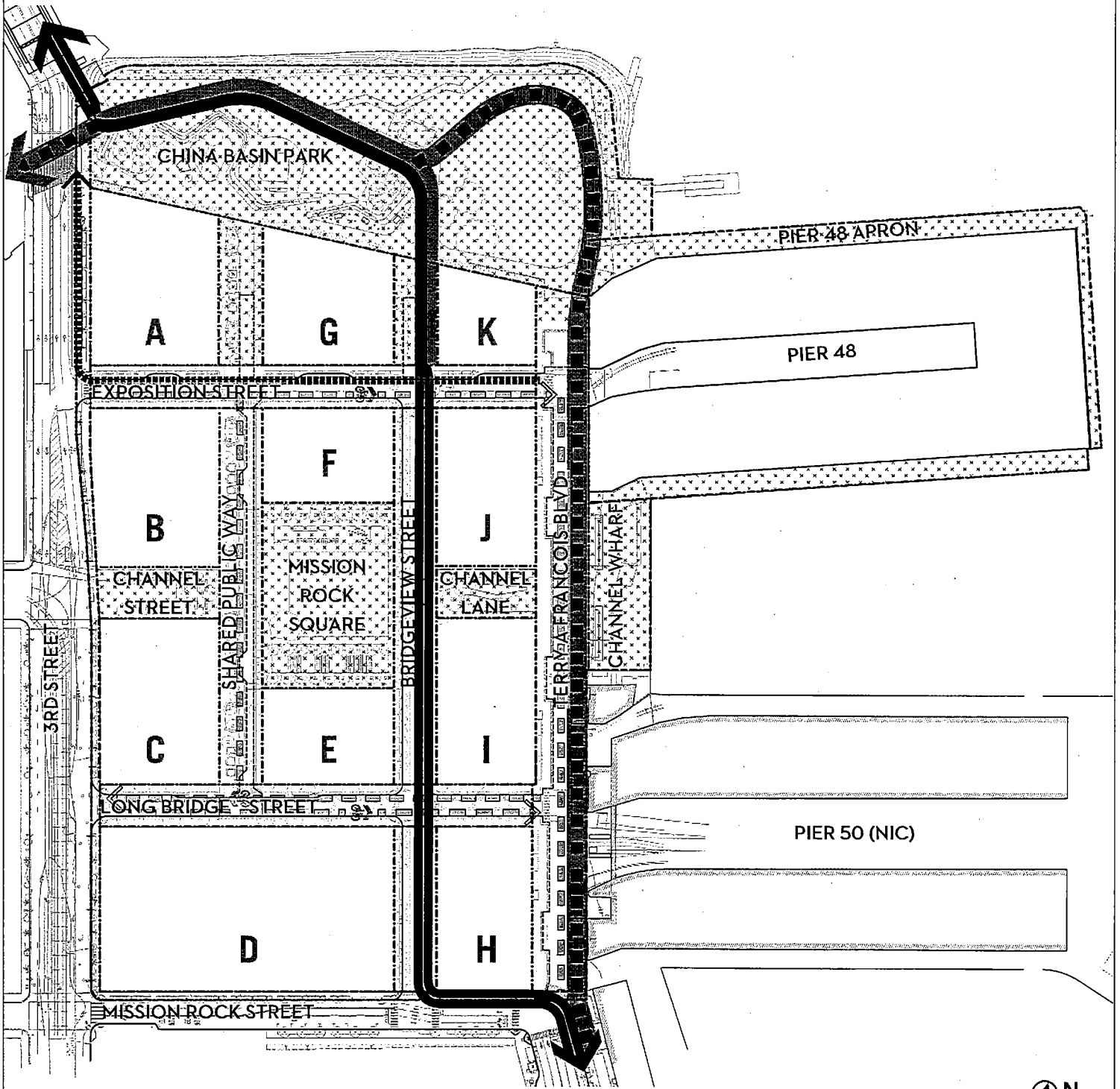





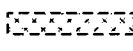


FIGURE 8.17: BICYCLE CIRCULATION + FACILITIES

- | | |
|--|---|
| <ul style="list-style-type: none">  Blue Greenway: China Basin Park
- Primary N-S Bicycle Connection: Multi-Use Trail  Blue Greenway: Terry A Francois Blvd and China Basin Park
- Multi-Use Trail  Protected Cycle Track: Bridgeview + Mission Rock Streets
- Primary N-S Bicycle Connection | <ul style="list-style-type: none">  Painted Bike Lane  Sharrows / Shared Travelway  Open Space (Shown for reference only) |
|--|---|

Source: CMG LANDSCAPE ARCHITECTURE, 07/2016

FIGURE 8.18: LOADING, SERVICING, + PARKING

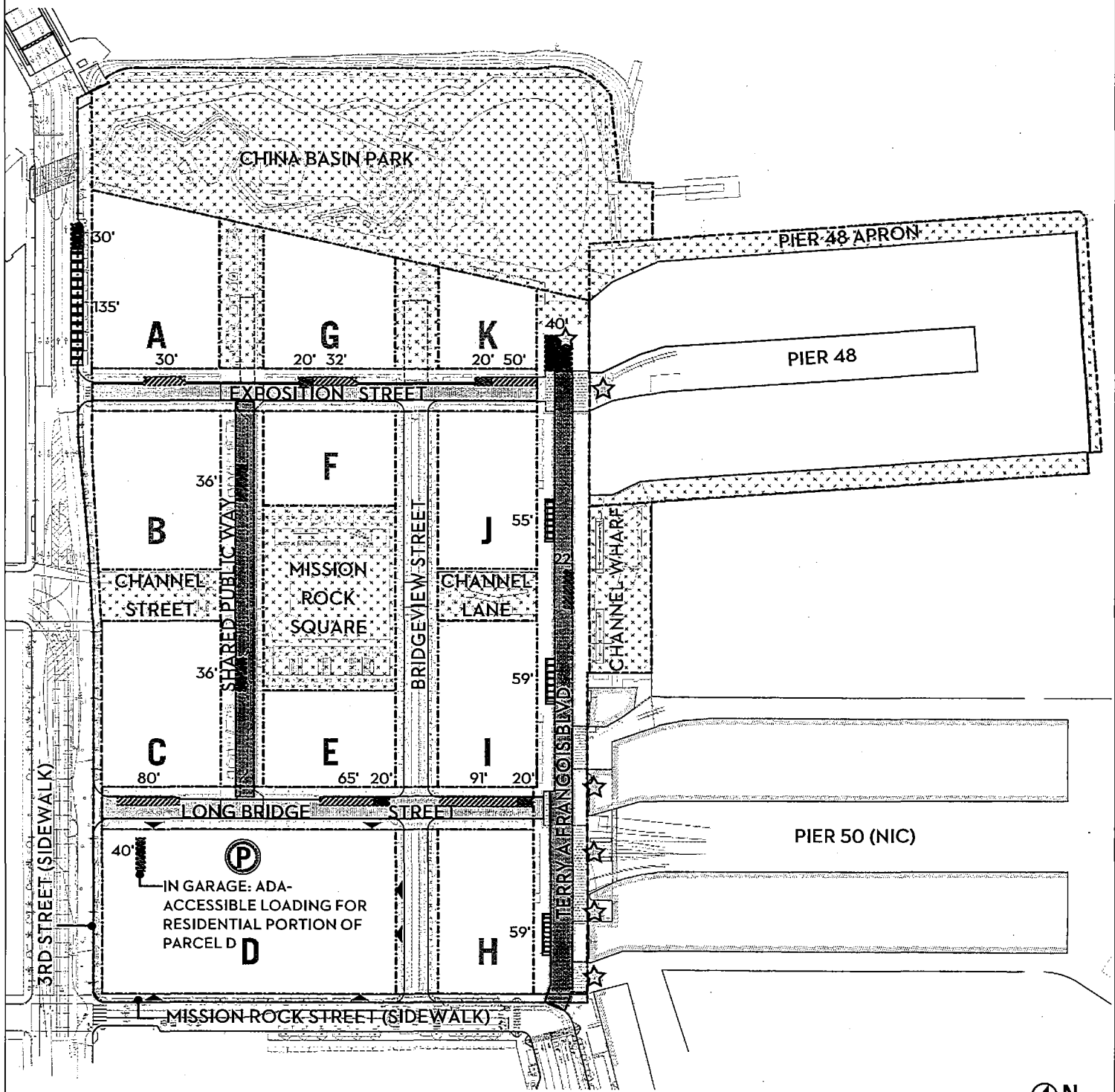
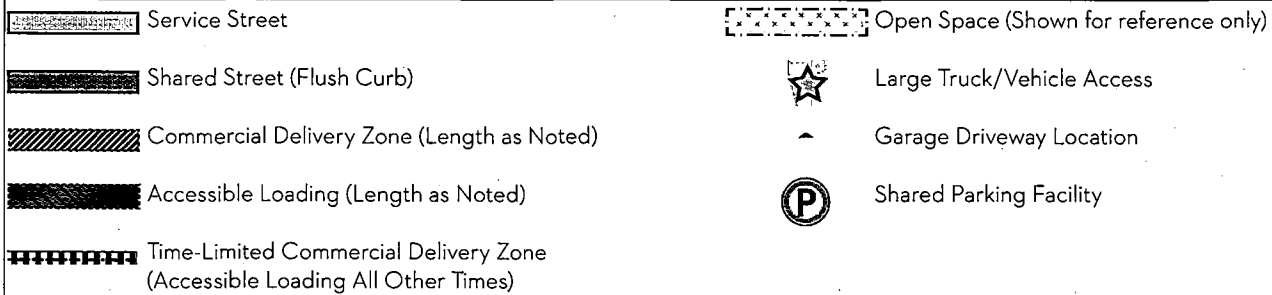
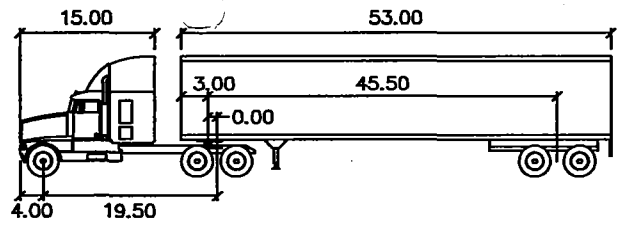


FIGURE 8.18: SERVICING AND LOADING

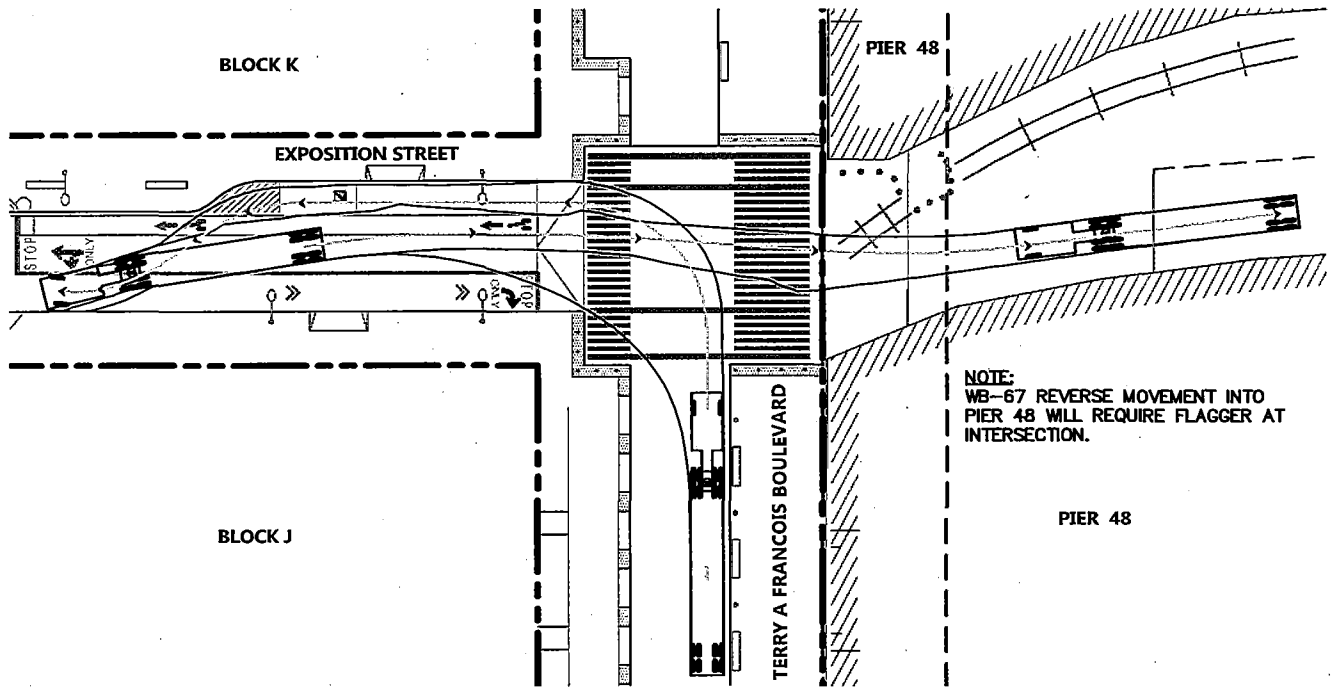


Source: CMG LANDSCAPE ARCHITECTURE, 07/2016



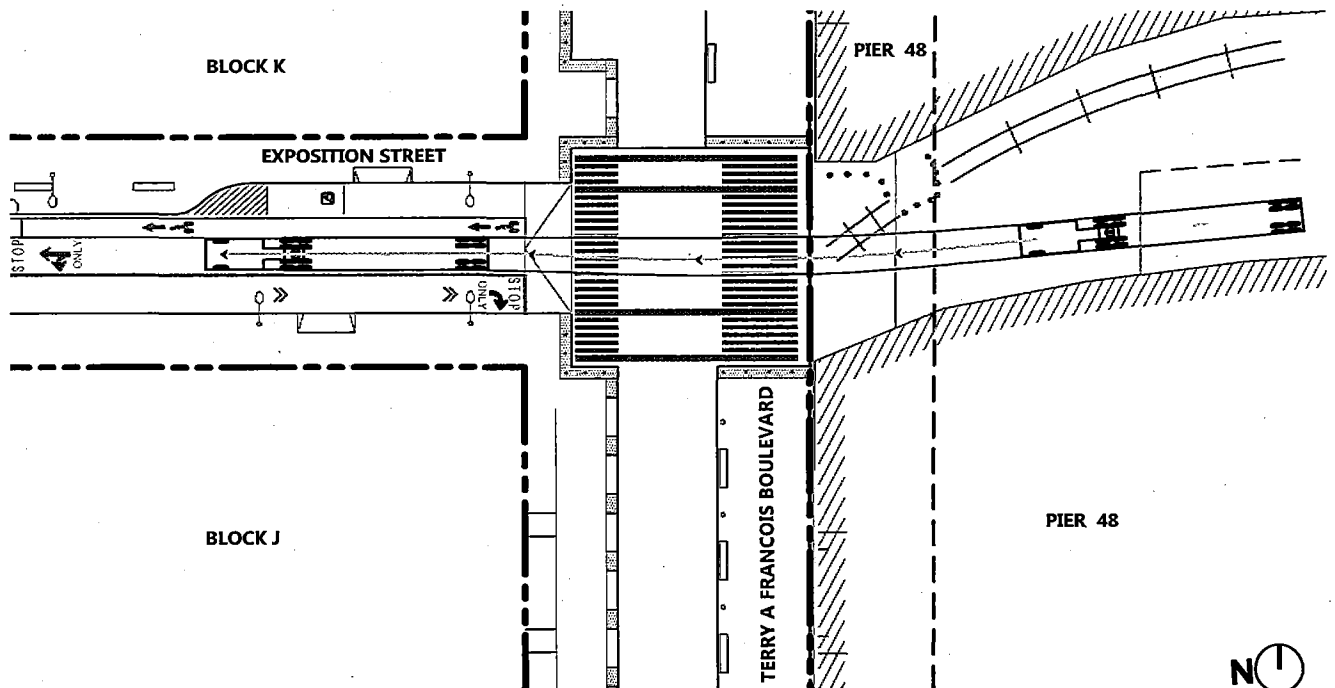
WB-67		feet	feet
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 75.0
Trailer Track	: 8.50		

WB-67 TRUCK TEMPLATE



NOTE:
WB-67 REVERSE MOVEMENT INTO PIER 48 WILL REQUIRE FLAGGER AT INTERSECTION.

WB-67 TRUCK ENTERING PIER 48



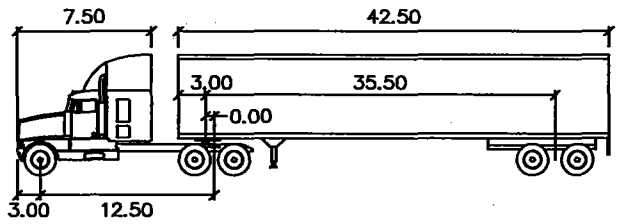
WB-67 TRUCK EXITING PIER 48



0 50

DRAWING NAME: \\bk1-sfa\va\2008\000000_Mission_Rock\ENR\Exhibits\Infrastructure_Plan_Exhibits\Plotted_Sheets\Figure 8.19-20_Pier_Turning.dwg
PLOT DATE: 07-13-17 PLOTTED BY: FEL

Source: ENR ENGINEERS, 07/2016

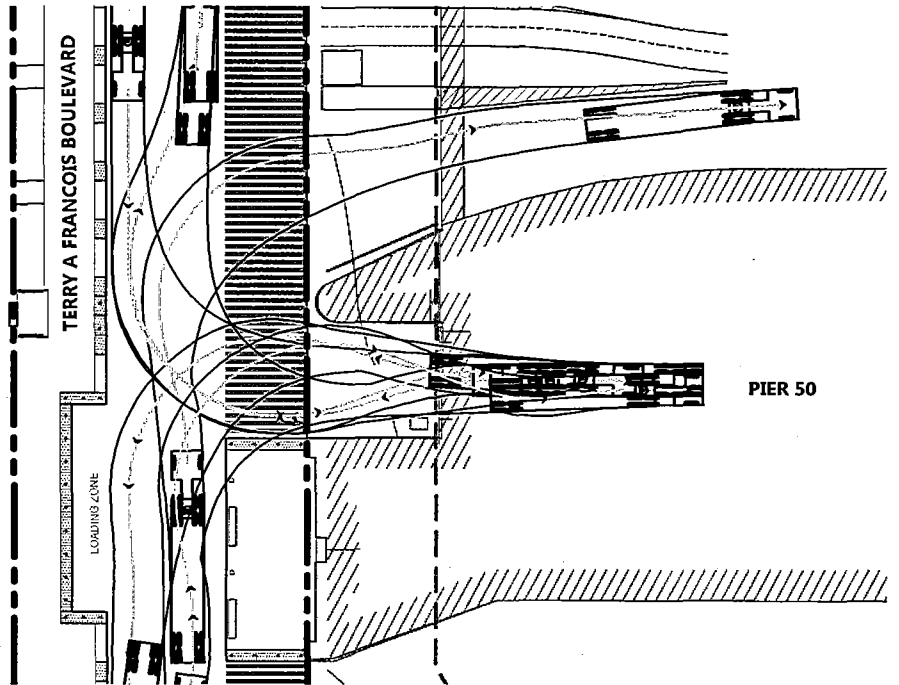


WB-50

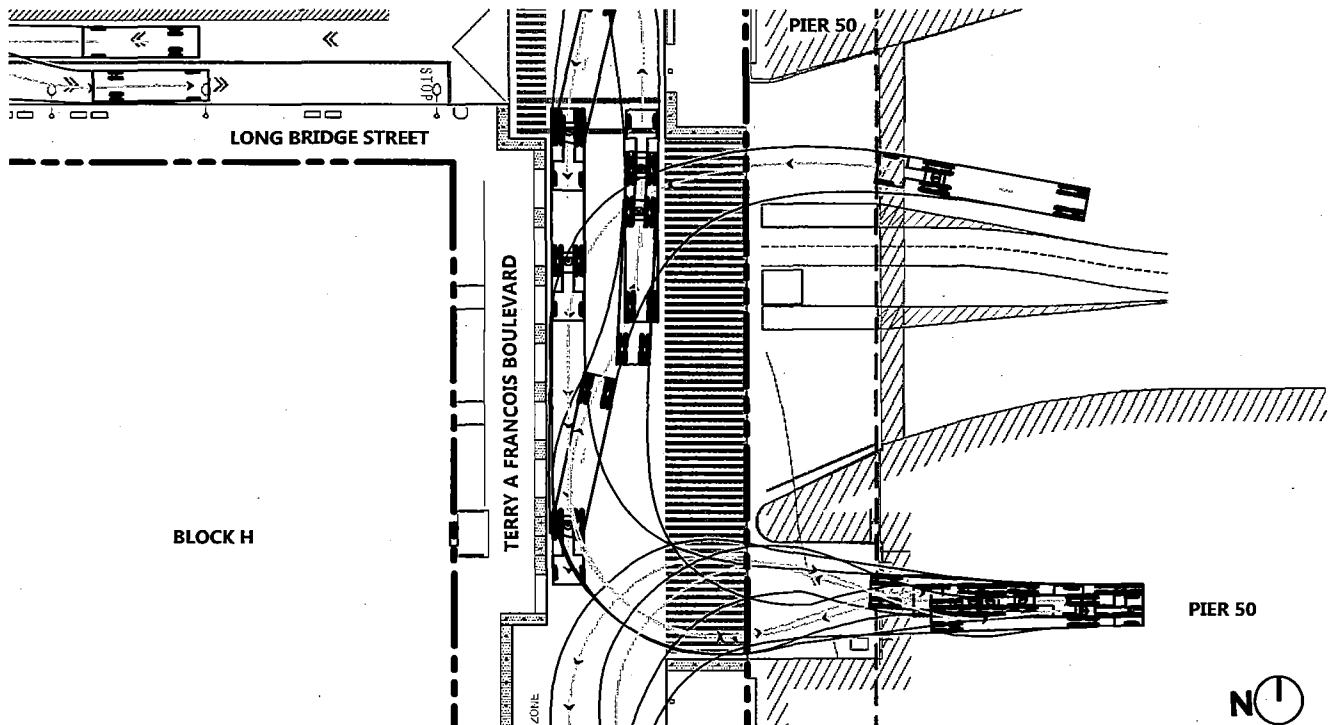
Tractor Width	: 8.00	feet	Lock to Lock Time	: 6.0	feet
Trailer Width	: 8.50		Steering Angle	: 17.7	
Tractor Track	: 8.00		Articulating Angle	: 70.0	
Trailer Track	: 8.50				

WB-50 TRUCK TEMPLATE

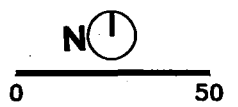
BLOCK H



WB-50 TRUCK ENTERING PIER 50



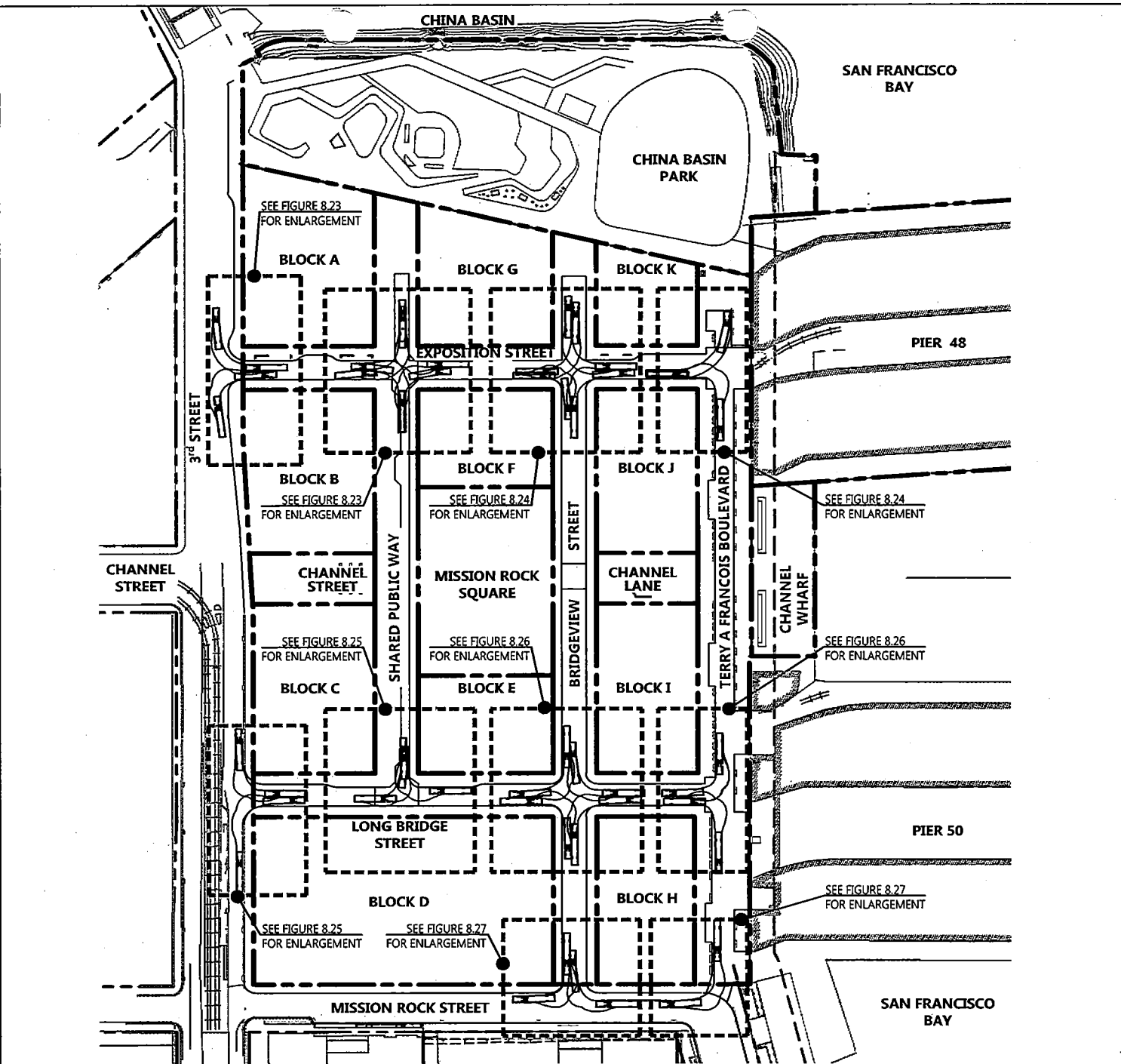
WB-50 TRUCK EXITING PIER 50



DRAWING NAME: \\DKF-SF\vol4\2008\000006.Mission Rock\ENG\Exhibits\Infrastructure Plan Exhibits\Plotted Sheets\Figure 8.19-20 Pier Turning.dwg
PLOT DATE: 07-15-17 PLOTTED BY: boye

Source: BKF ENGINEERS, 07/2016

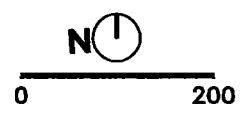
DRAWING NAME: \\BKF-SF\vol14\2008\0808006.Mission Rock\ENG\Exhibits\Infrastructure Plan Exhibits\Plotted Sheets\Figure 8.21 Conceptual Fire Truck Turning Analysis.dwg
PLOT DATE: 07-13-17
PLOTTED BY: FEL

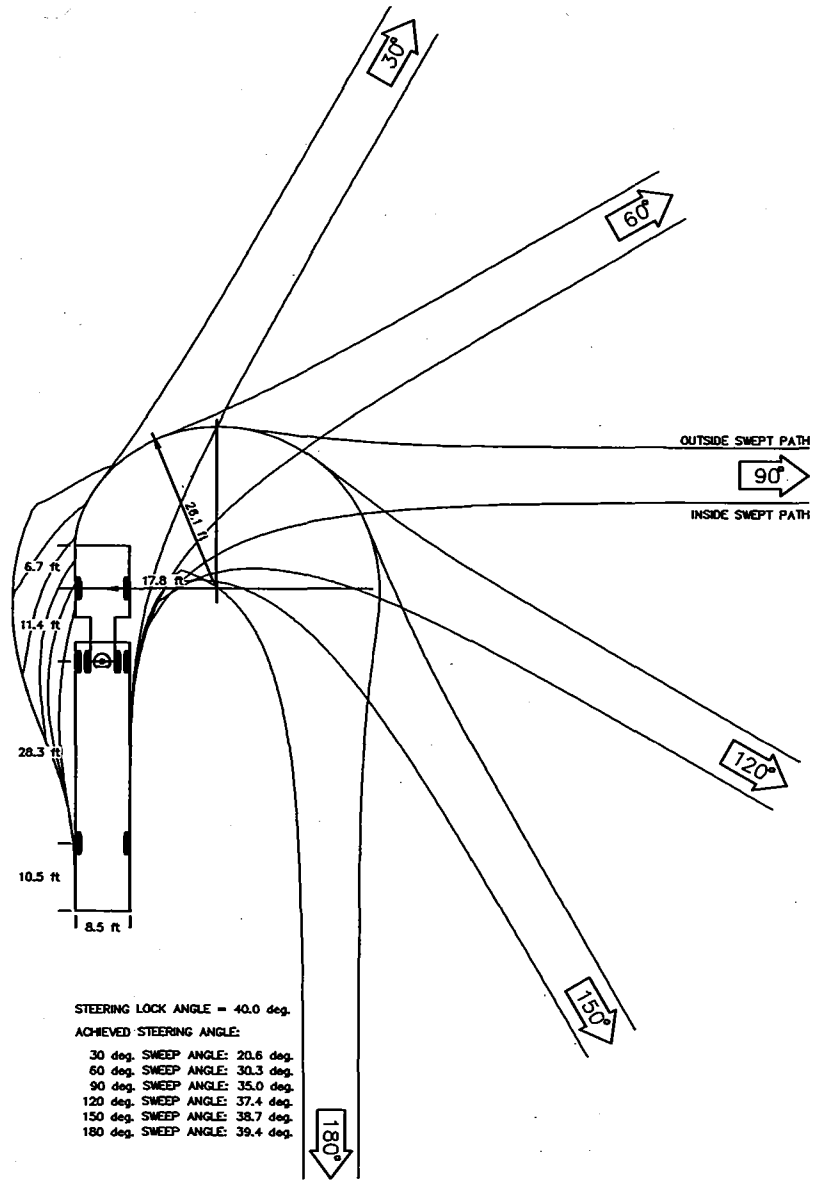


LEGEND

- PROPOSED PARCEL LINE
- - - EXISTING PARCEL LINE
- == PROPOSED FIRE TRUCK PATH

Source: BKF ENGINEERS, 07/2016





SFFD 57' Articulated_V2
Custom

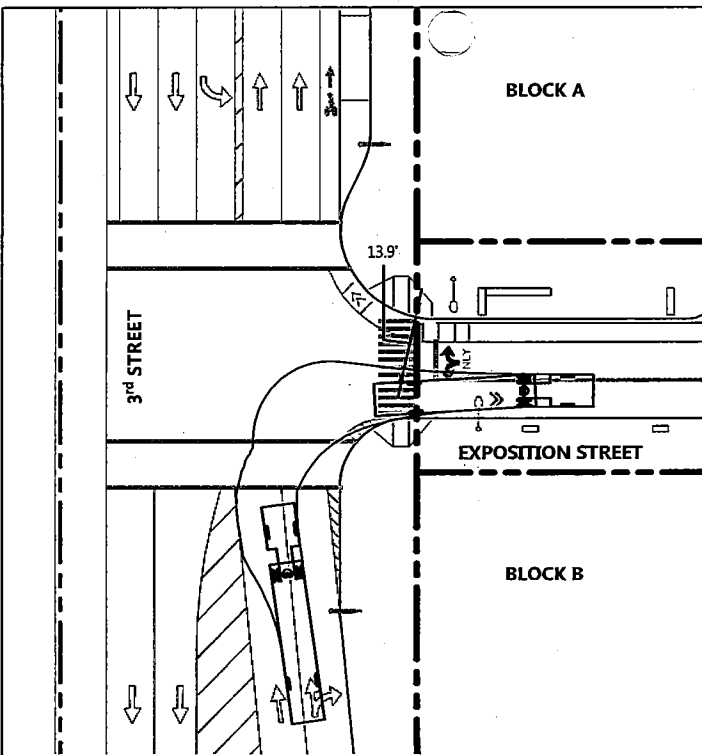
(ft)
(c) 2014 Transit Solutions, Inc. All rights reserved.

0FT 10FT 20FT

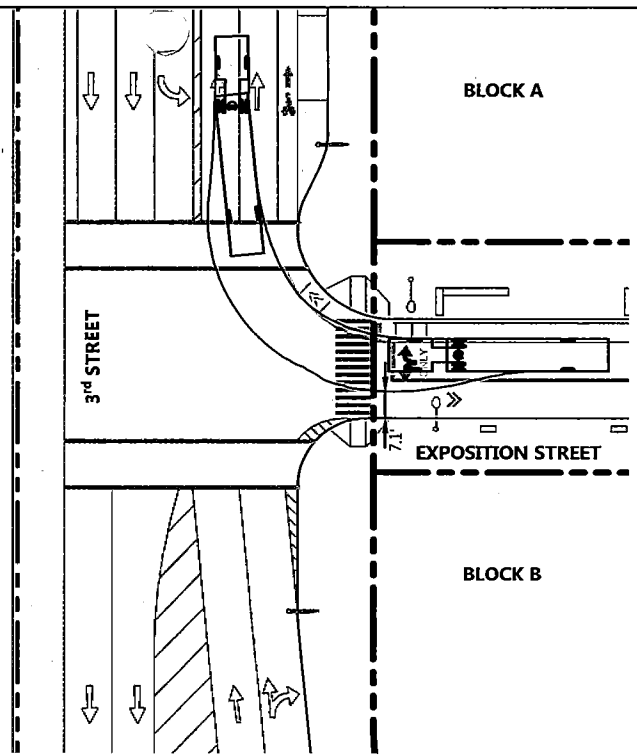
DRAWING NAME: \\BKF-SF\vo14\2008\080000\Mission Rock\ENG\Exhibits\Infrastructure Plan Exhibit\Plotted Sheets\Figure 8.22 Truck Turning Template.dwg
PLOT DATE: 07-13-17
PLOTTED BY: FEL

Source: BKF ENGINEERS, 07/2016

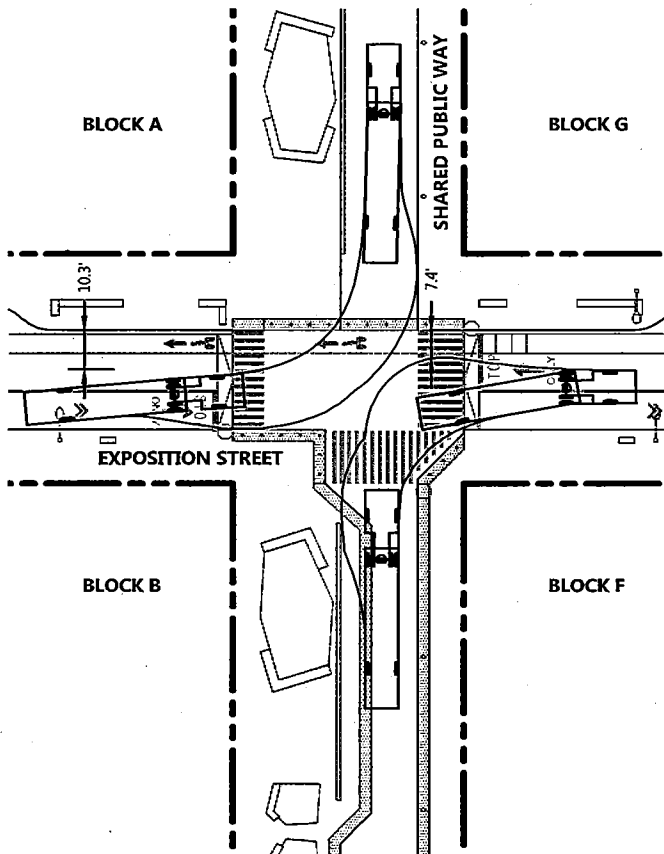
DRAWING NAME: \\BKF-SF\vol14\2008\060000_Mission_Rock\ENR\Exhibits\Infrastructure_Plan_Exhibits\Plotted_Sheets\Figure 8.23-8.27 Truck Turning Enlargements.dwg
 PLOT DATE: 07-15-17
 PLOTTED BY: FELI



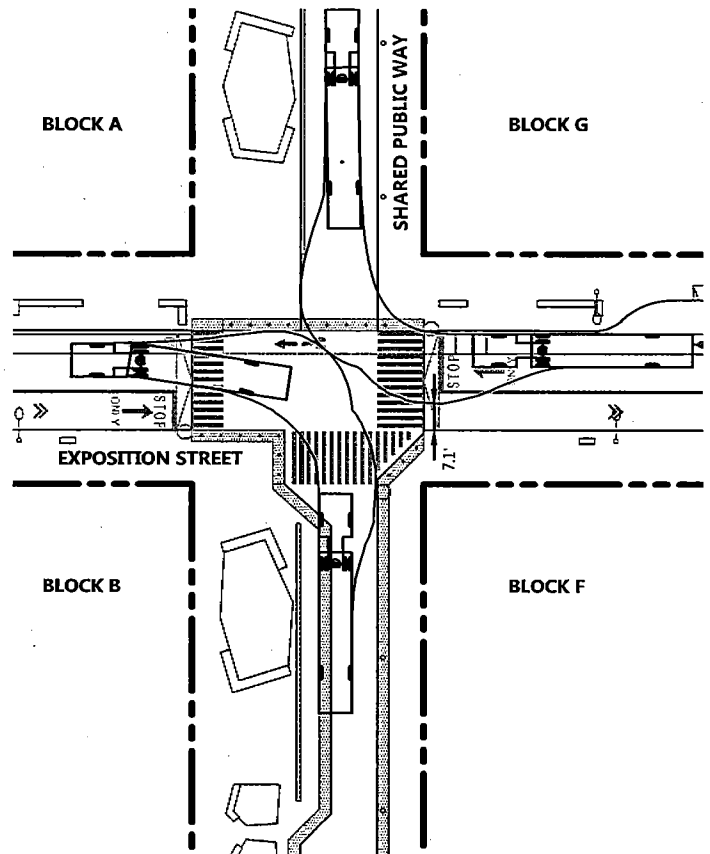
**EXPOSITION STREET & 3rd STREET INTERSECTION
(NW-SE)**



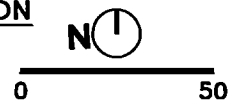
**EXPOSITION STREET & 3rd STREET INTERSECTION
(NE-SW)**



**EXPOSITION STREET & SHARED
PUBLIC WAY INTERSECTION
(NW - SE)**

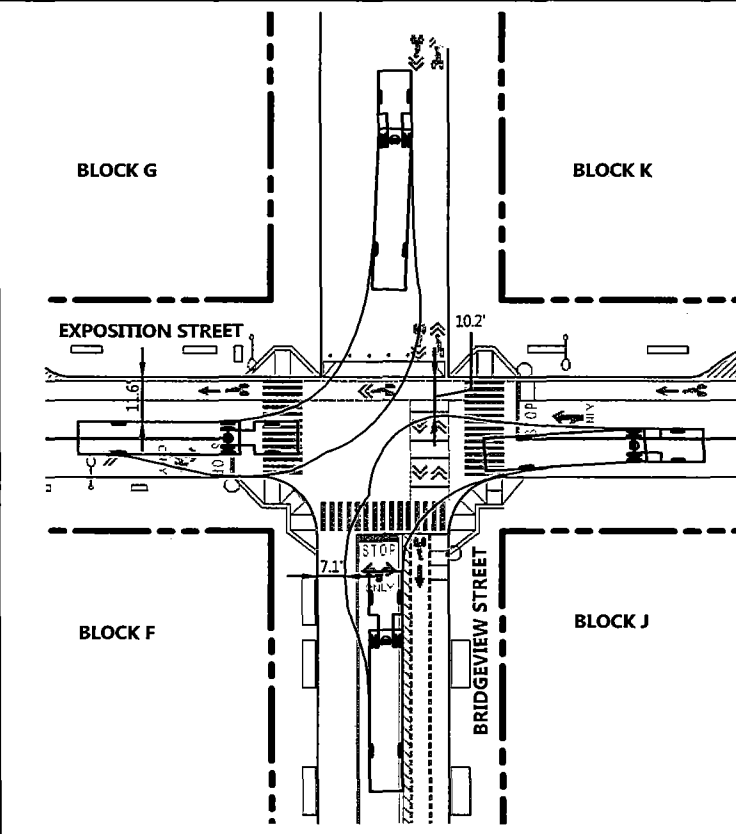


**EXPOSITION STREET & SHARED
PUBLIC WAY INTERSECTION
(NE-SW)**

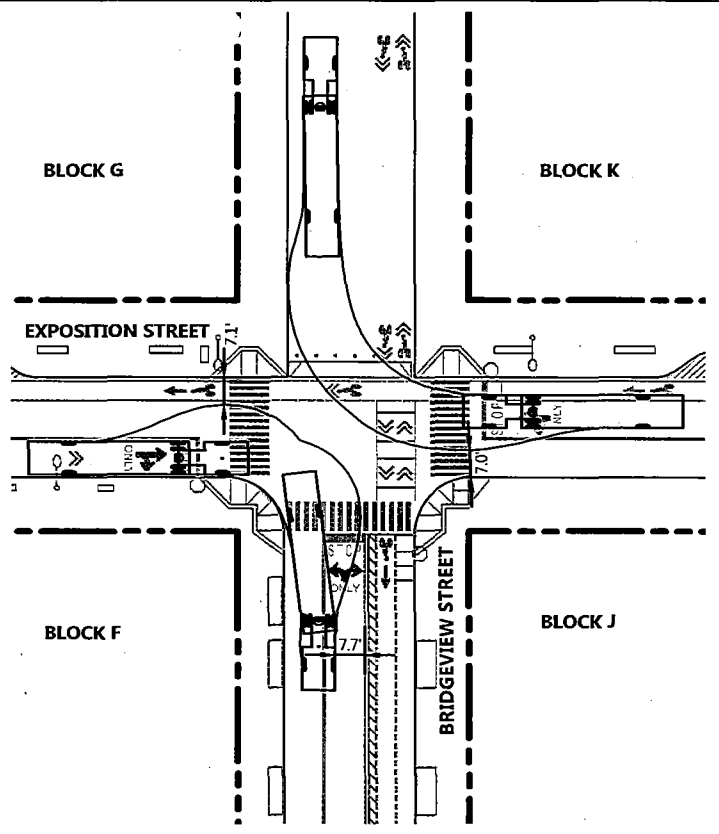


Source: BKF ENGINEERS, 07/2016

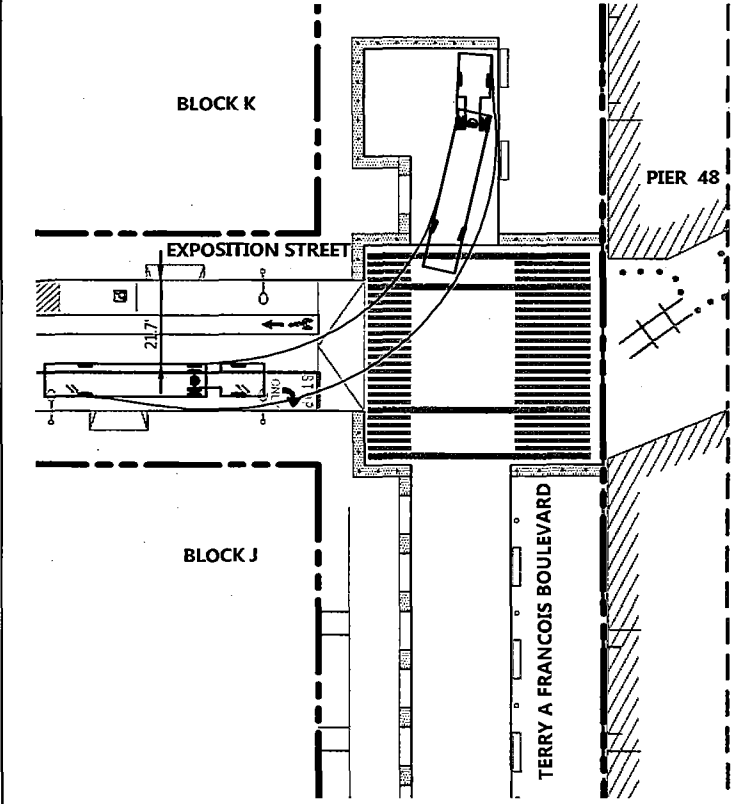
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 PLOT DATE: 07-13-17
 PLOTTED BY: FEL



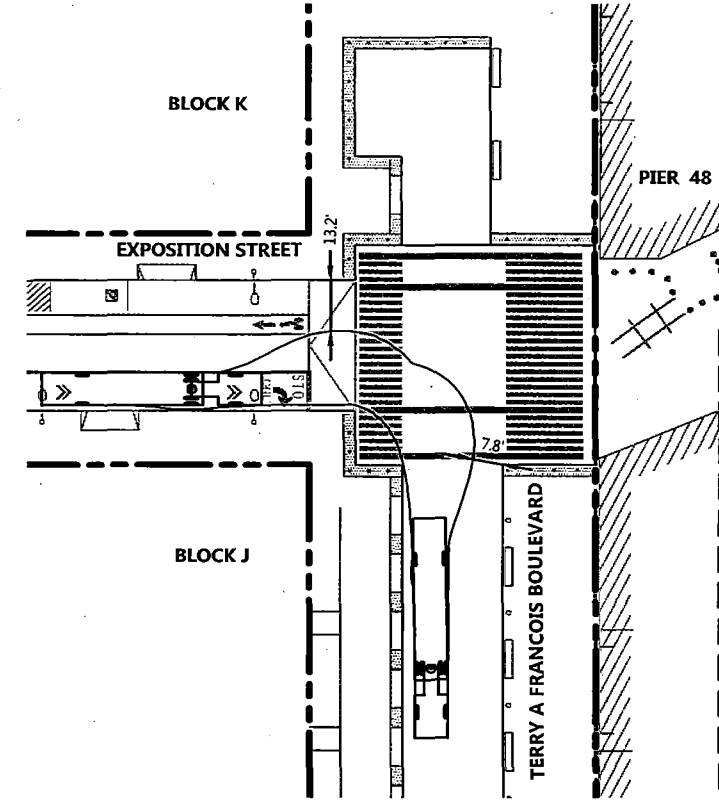
EXPOSITION STREET & BRIDGEVIEW STREET INTERSECTION (NW-SE)



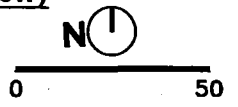
EXPOSITION STREET & BRIDGEVIEW STREET INTERSECTION (NE-SW)



EXPOSITION STREET & TERRY A FRANCOIS BOULEVARD INTERSECTION (NW-SE)

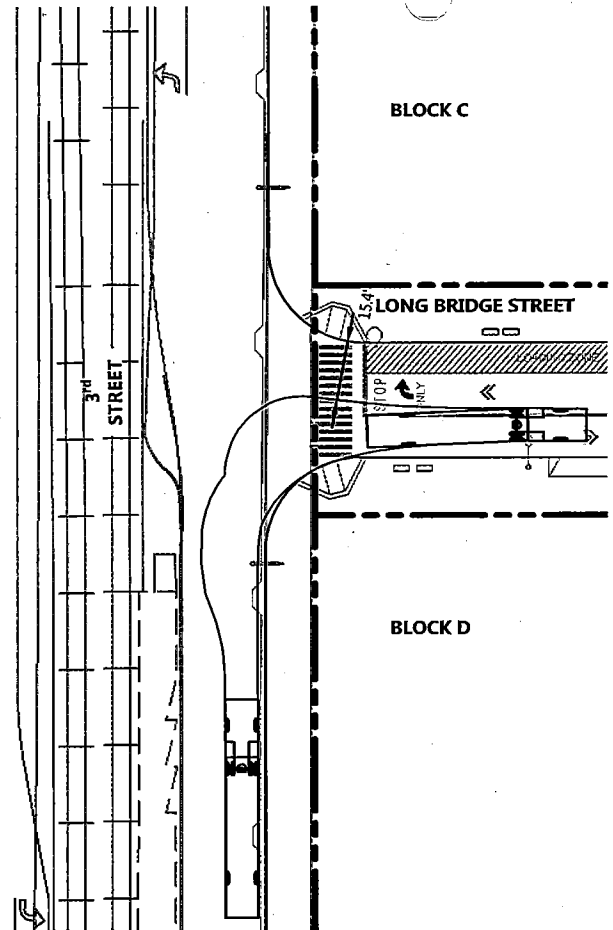


EXPOSITION STREET & TERRY A FRANCOIS BOULEVARD INTERSECTION (NE-SW)

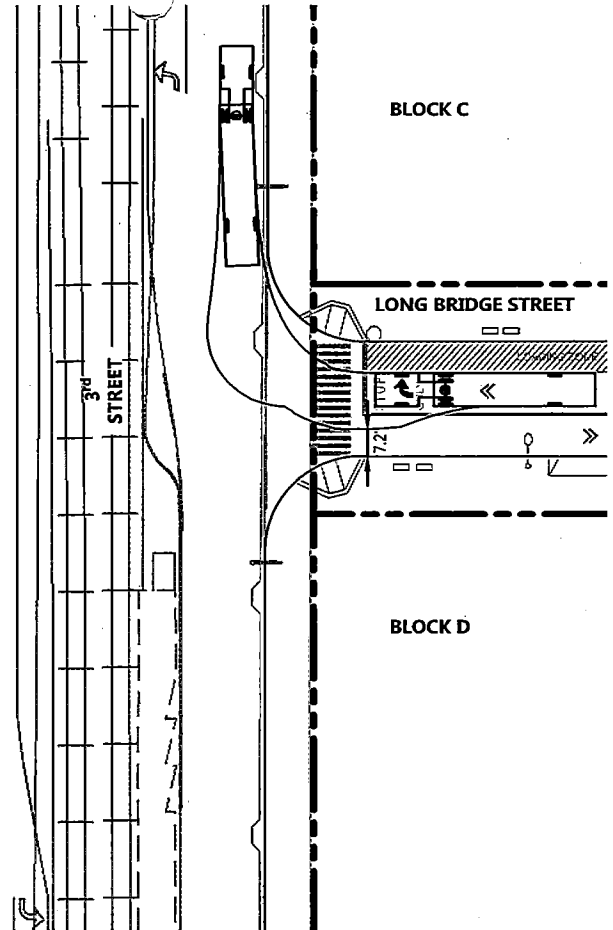


Source: BKF ENGINEERS, 07/2016

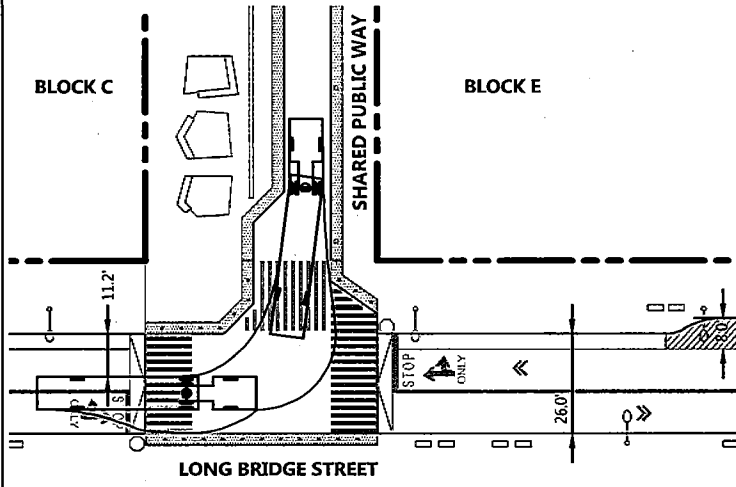
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 PLOT DATE: 07-13-17
 PLOTTED BY: FELI



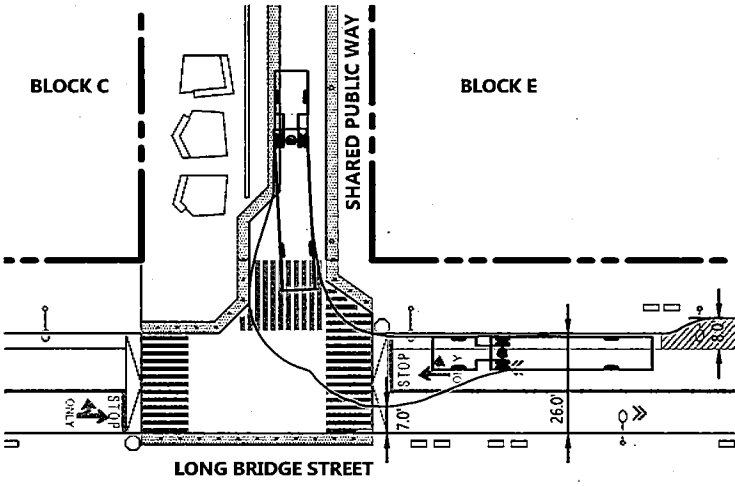
LONG BRIDGE STREET & 3rd STREET INTERSECTION (NW-SE)



LONG BRIDGE STREET & 3rd STREET INTERSECTION (NE-SW)



LONG BRIDGE STREET & SHARED PUBLIC WAY INTERSECTION (NW-SE)



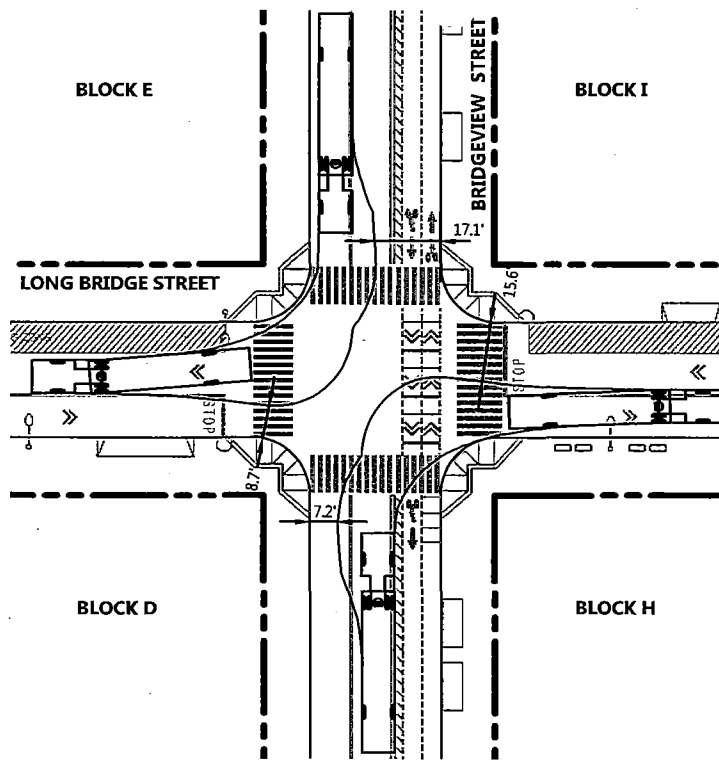
LONG BRIDGE STREET & SHARED PUBLIC WAY INTERSECTION (NE-SW)



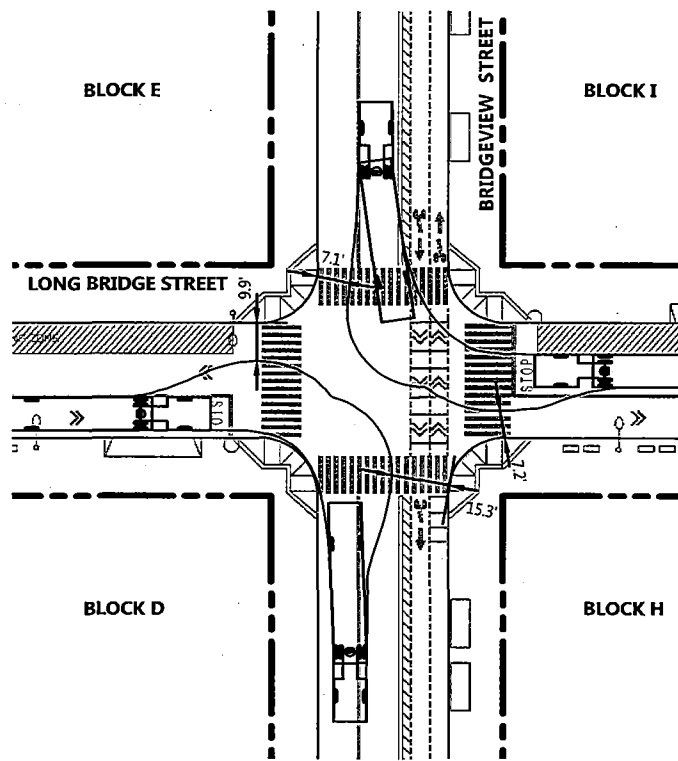
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Source: BMF ENGINEERS, 07/2016

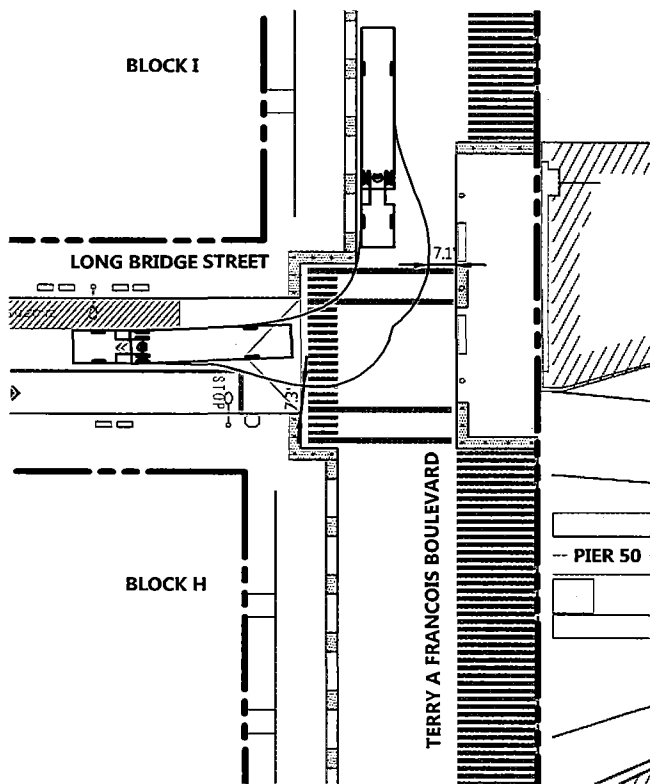
DRAWING NAME: \\BKF-SF\vol14\2008\000000_Mission_Rock\ENG\Exhibits\Infrastructure Plan Exhibits\Plotted Sheets\Figure 8.26-0.27 Truck Turning Enlargements.dwg
PLOT DATE: 07-15-17
PLOTTED BY: FEL



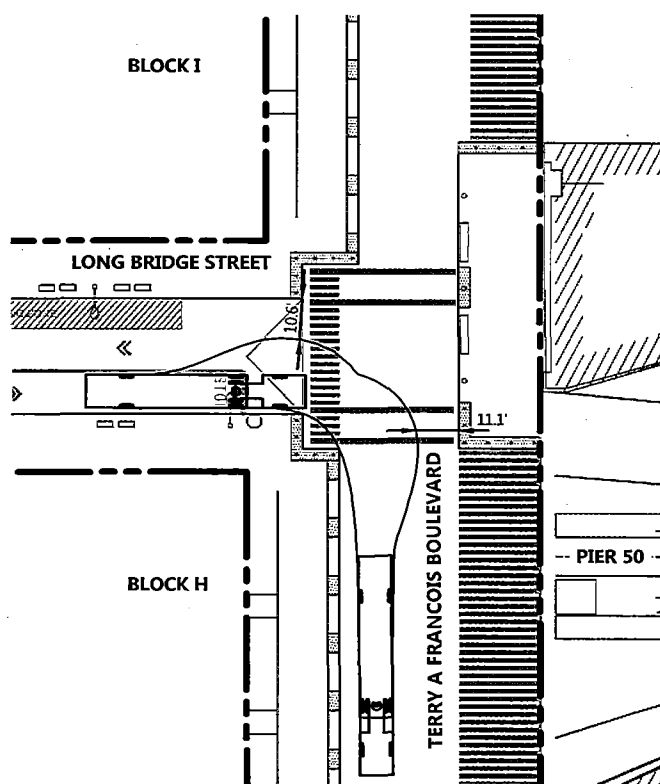
**LONG BRIDGE STREET & BRIDGEVIEW STREET
INTERSECTION (NW-SE)**



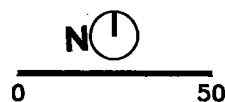
**LONG BRIDGE STREET & BRIDGEVIEW STREET
INTERSECTION (NE-SW)**



**LONG BRIDGE STREET & TERRY A FRANCOIS
BOULEVARD INTERSECTION (NW-SE)**

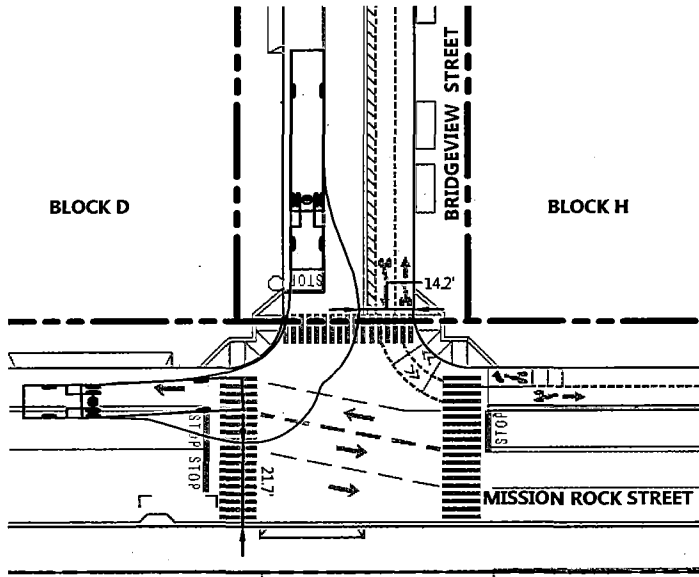


**LONG BRIDGE STREET & TERRY A FRANCOIS
BOULEVARD INTERSECTION (NE-SW)**

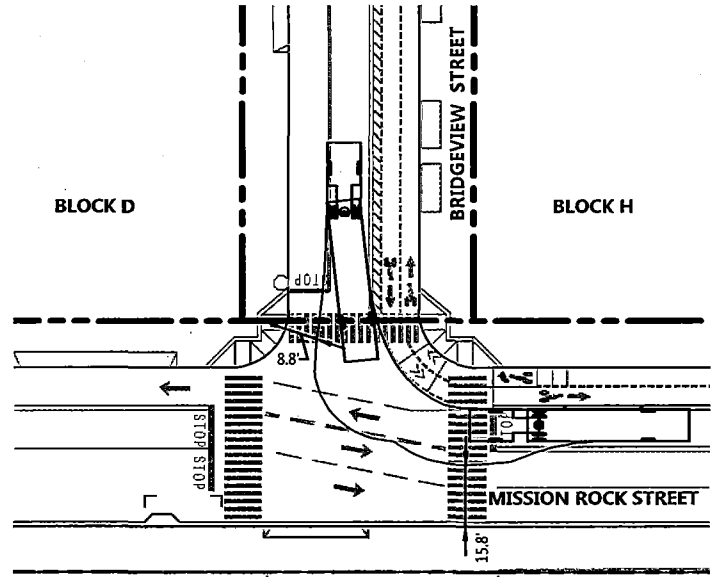


Source: BKF ENGINEERS, 07/2016

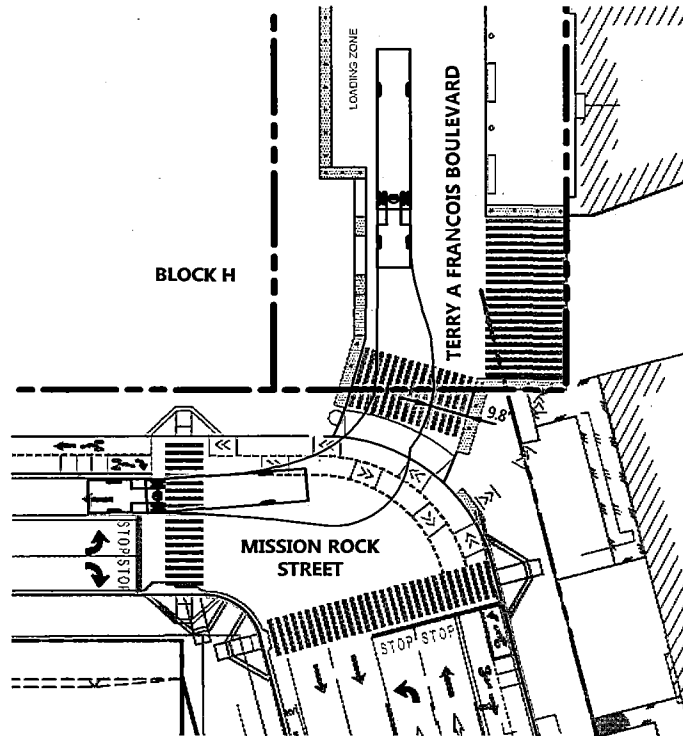
DRAWING NAME: \\BKF-SFA\voia\2018\000000_Mission_Rock\ENR\Exhibits\Infrastructure_Plan_Exhibits\Plotted_Sheets\Figure 8.23-8.27 Truck Turning Enlargements.dwg
PLOT DATE: 07-13-17



MISSION ROCK STREET & BRIDGEVIEW STREET INTERSECTION (NW-SE)



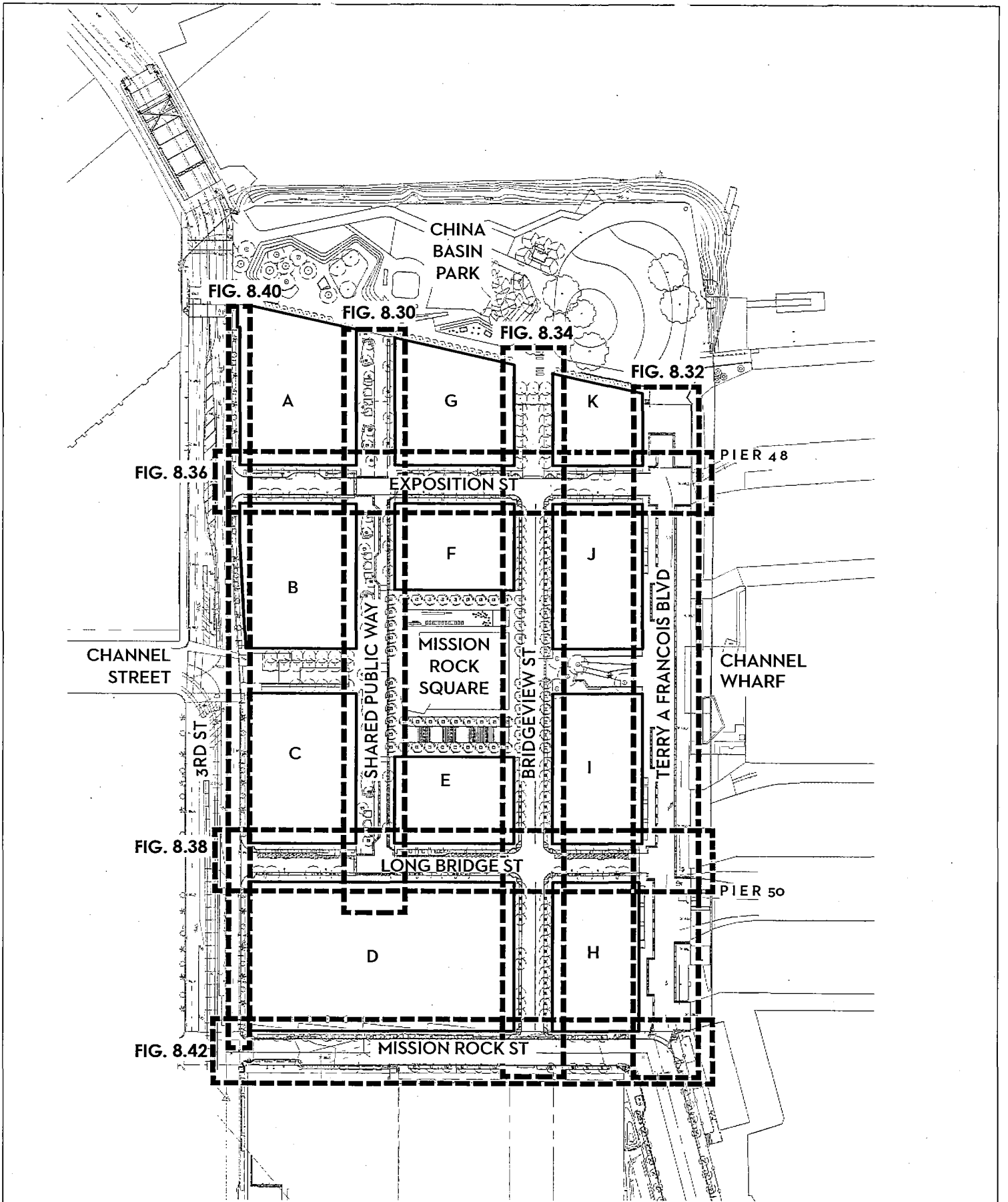
MISSION ROCK STREET & BRIDGEVIEW STREET INTERSECTION (NE-SW)

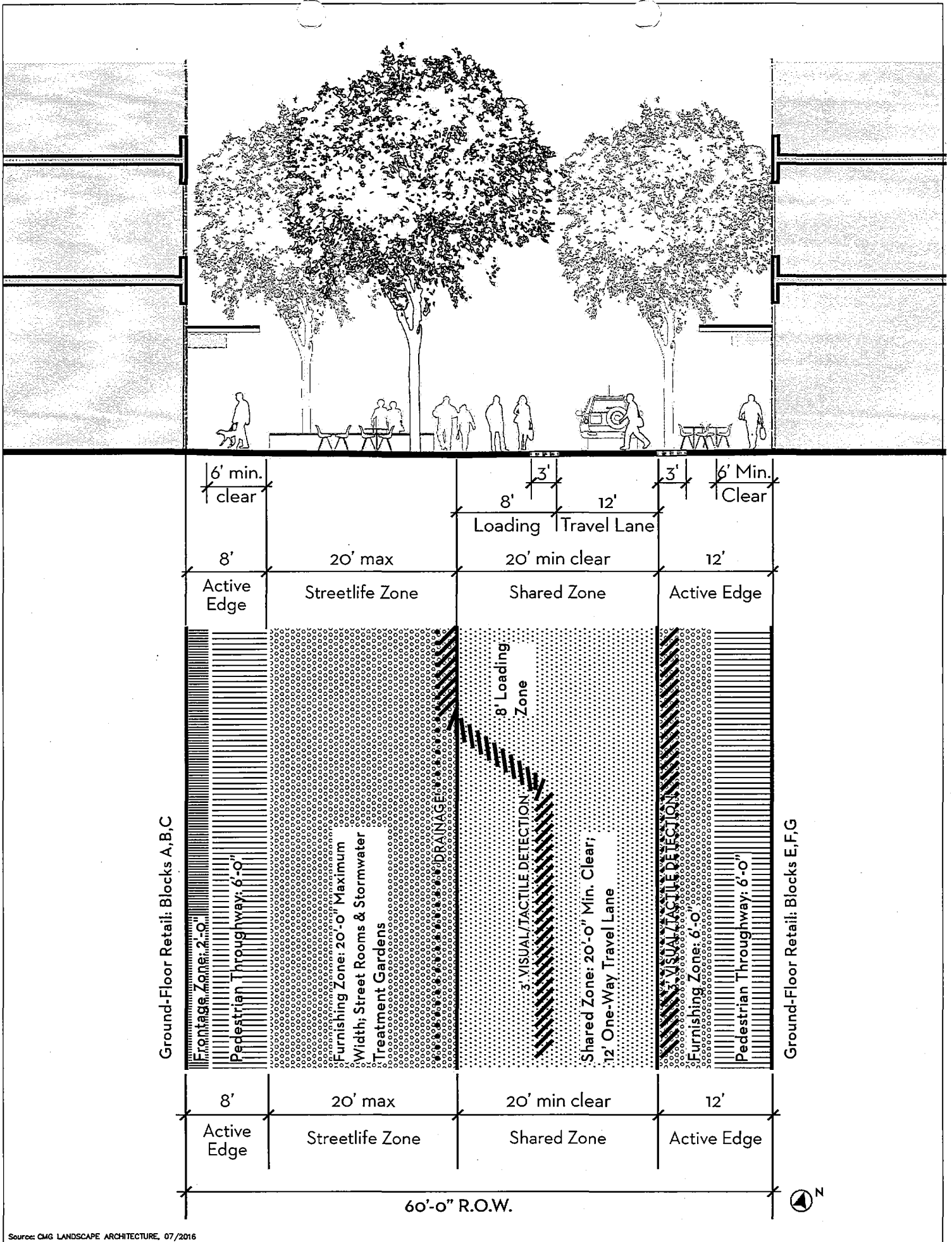


MISSION ROCK STREET & TERRY A FRANCOIS BOULEVARD INTERSECTION (NW-SE)

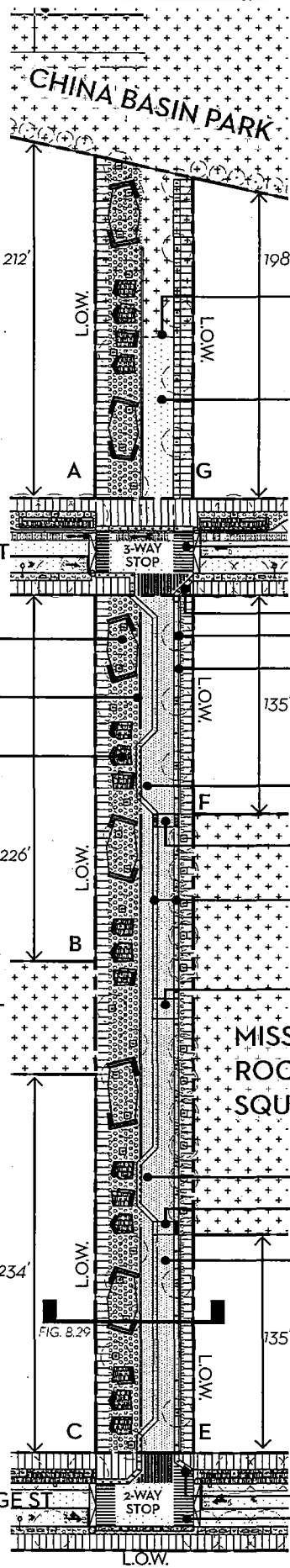


0 50





Source: CMG LANDSCAPE ARCHITECTURE, 07/2016



- BOLLARDS OR PERMANENT SITE FURNITURE**
- At terminus of Emergency Vehicle Access
- PASEO**
- With approved hydraulic or automatic bollards at Exposition Street
- 150'-maximum Emergency Vehicle Access
- RAISED INTERSECTION**
- DETECTABLE WARNING PAVING WITH BOLLARDS**
- STREET TREE, TYP.**
- STREET LIGHT, TYP.**
- ACCESSIBLE LOADING STALL, SEE FIGURE 8.56**
- MARKED CROSSWALK**
- 3' MIN. CONTRASTING PAVING BAND**
- Along both sides of Shared Zone / Travelway
- MARKED CROSSWALK**
- ACCESSIBLE LOADING STALL**
- MARKED CROSSWALK**
- DISTINCT PAVING AT 20'-CLEAR SHARED ZONE**
- DETECTABLE WARNING PAVING WITH BOLLARDS**
- RAISED INTERSECTION**

- STREET ROOM, TYP.**
- TRENCH DRAIN OR LINEAR DRAINAGE ELEMENT, TYP.**
- STORMWATER TREATMENT GARDEN, TYP.**

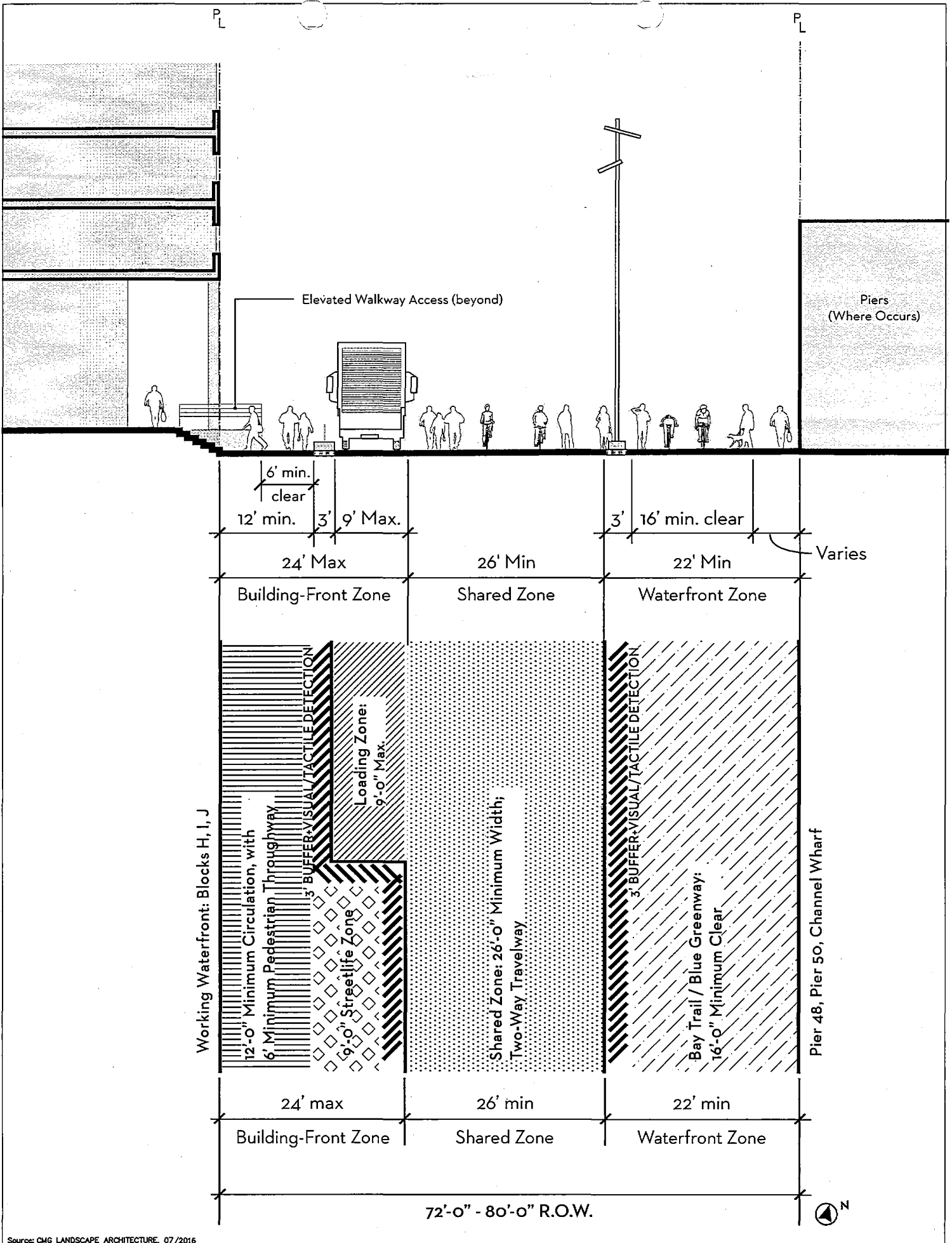
- Active Edge + Pedestrian Throughway
- Streetlife Zone
- Stormwater Treatment Garden
- Shared Zone
- Park / Open space
- Detectable Warning Paving

SHARED PUBLIC WAY

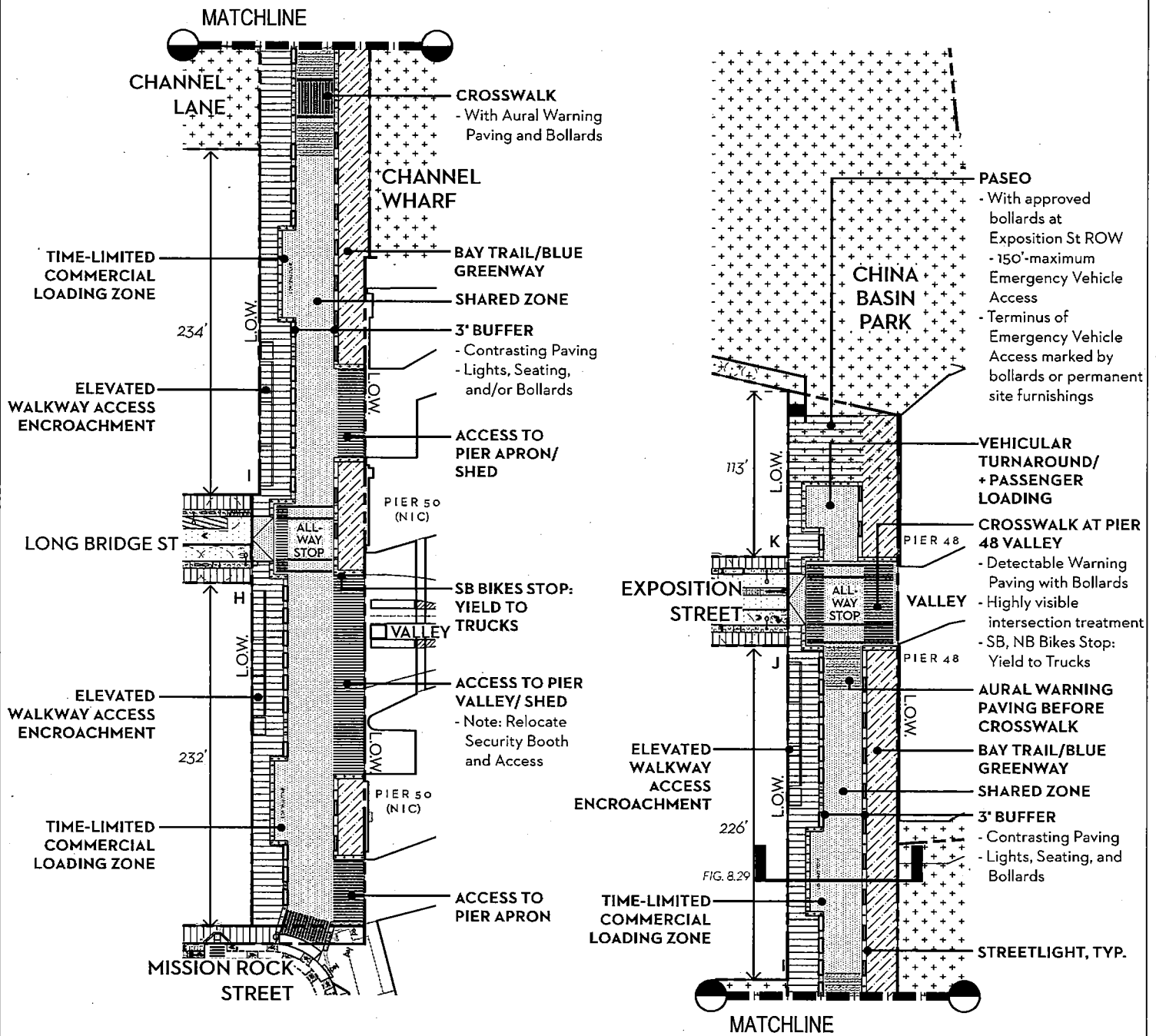


0 100

Source: CMG LANDSCAPE ARCHITECTURE, 07/2016



Source: CMG LANDSCAPE ARCHITECTURE, 07/2016

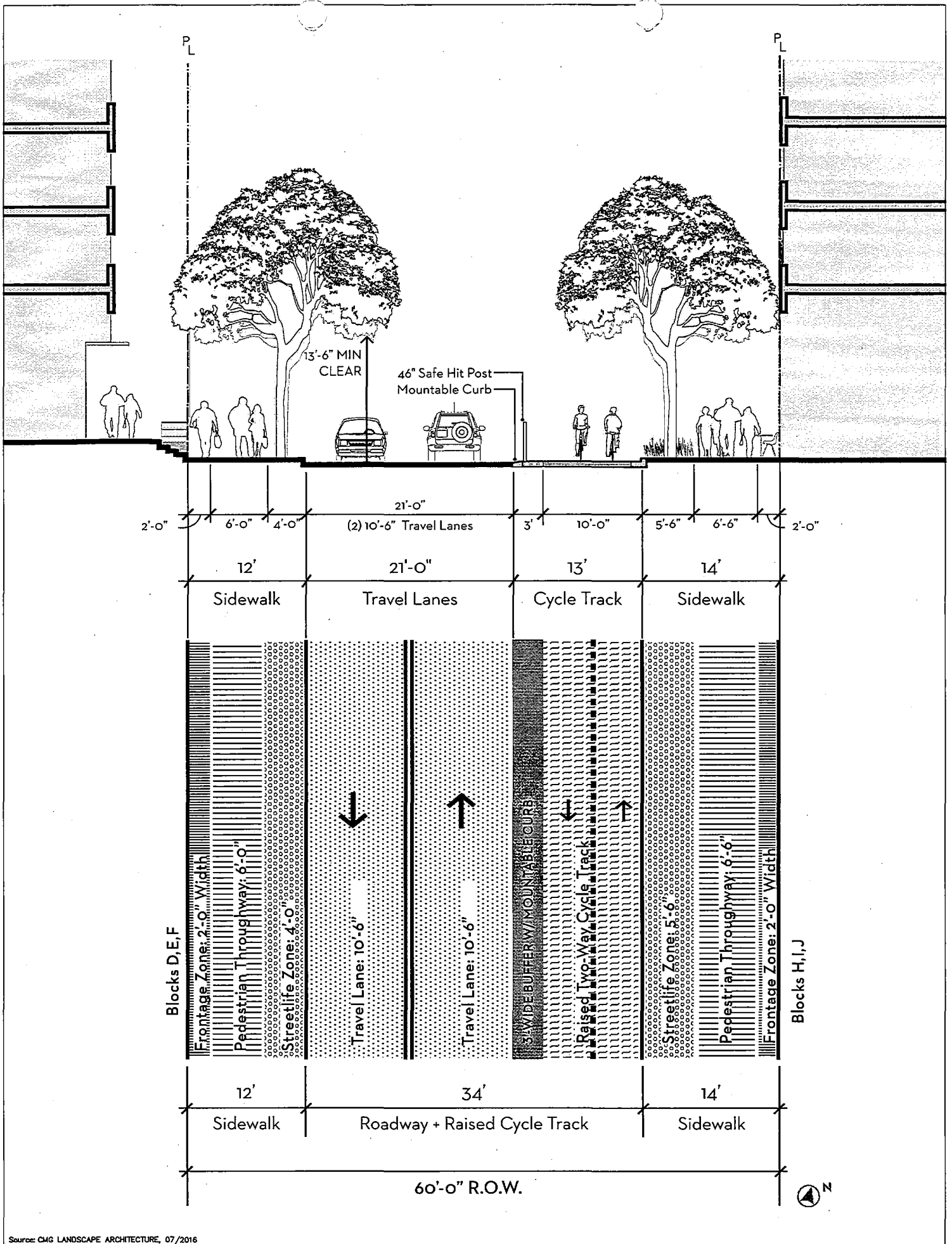


- Pedestrian Circulation + Throughway
- 3' Buffer (Tactile Warning + Bollards)
- Shared Zone
- Loading Zone
- Waterfront Zone
- Park / Open Space
- Detectable Warning Paving
- Aural Warning Paving

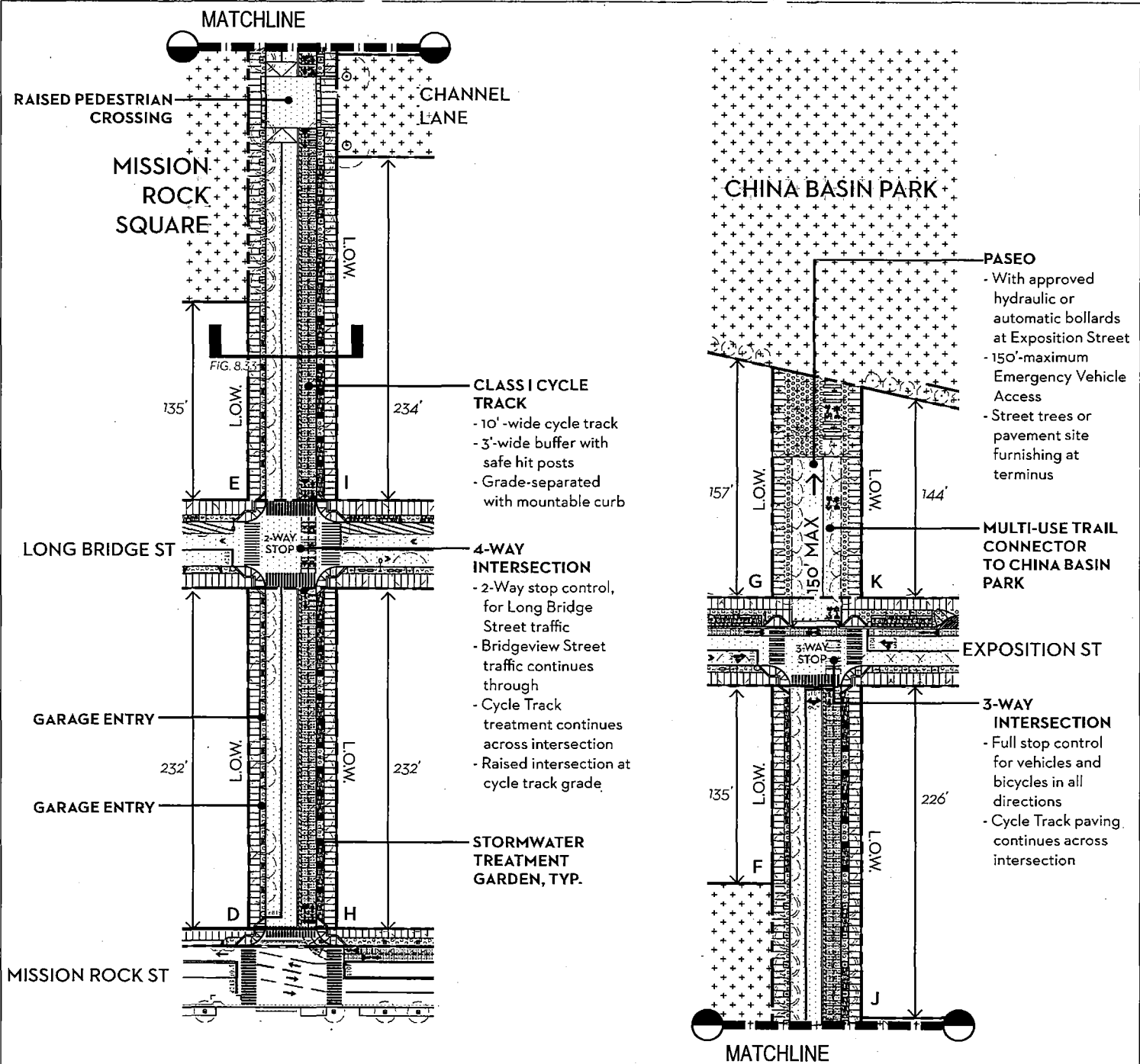
TERRY FRANCOIS BOULEVARD










0 100



Source: CMG LANDSCAPE ARCHITECTURE, 07/2016



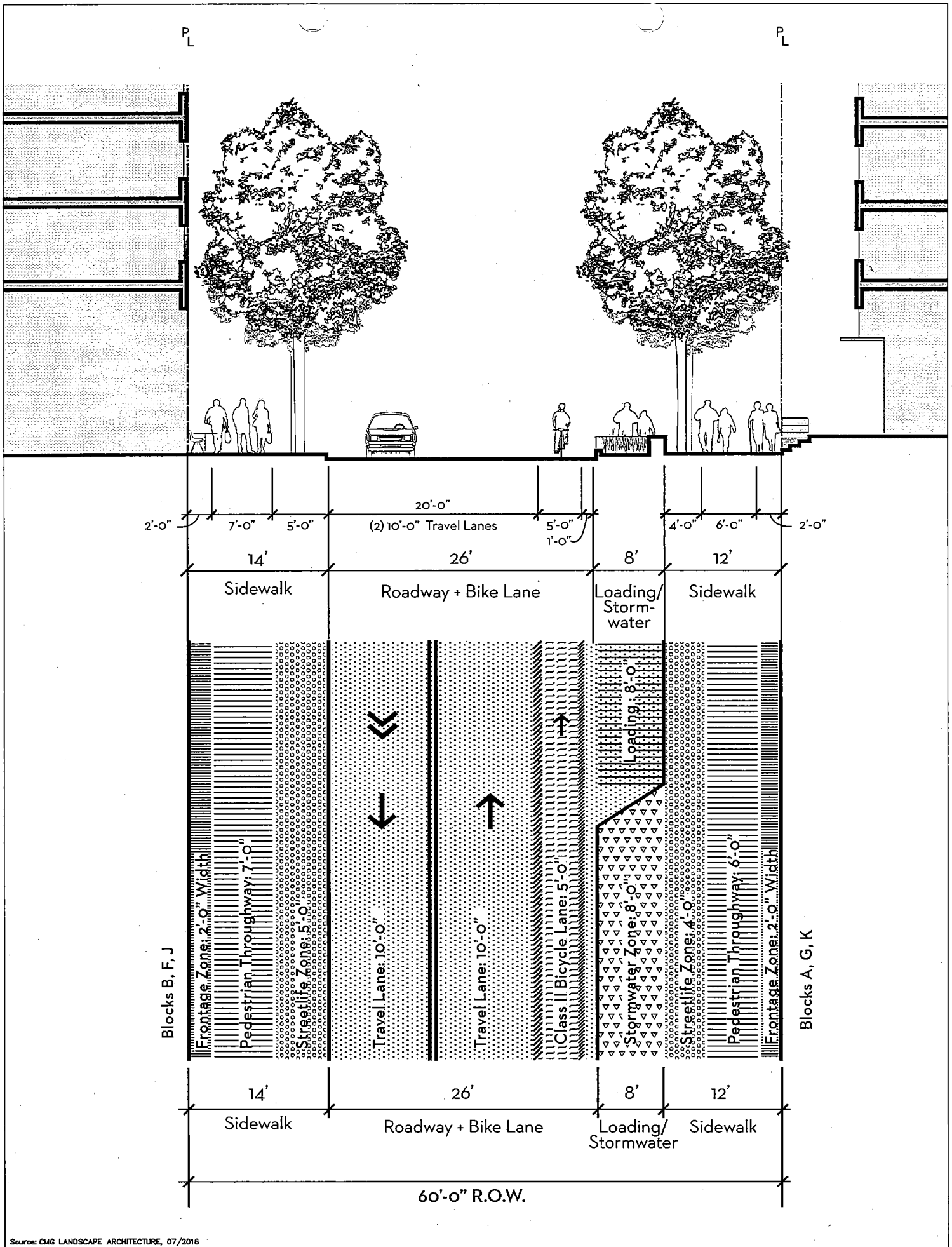
-  Active Edge + Pedestrian Throughway
-  Streetlife Zone
-  Stormwater Treatment Garden
-  Bike Lane / Cycle Track
-  Travel Lane
-  Detectable Warning Paving
-  Cycle Track Buffer

BRIDGEVIEW STREET



0 100

Source: CMG LANDSCAPE ARCHITECTURE, 07/2016



Source: CMG LANDSCAPE ARCHITECTURE, 07/2016

PIER 48

TERRY A FRANCOIS BLVD

COMMERCIAL LOADING/
SERVICING ZONE

ACCESSIBLE
LOADING STALL

LOW

LOW

BRIDGEVIEW STREET
CYCLE TRACK

BRIDGEVIEW
STREET

BRIDGEVIEW ST. PASEO
WITH MULTI-USE TRAIL

LOW

LOW

3-WAY INTERSECTION
- Full stop control for vehicles and
bicyclists in all directions
- Bike lane demarcation continues
across intersection

STORMWATER
TREATMENT BMP

ACCESSIBLE
LOADING STALL

COMMERCIAL LOADING/
SERVICING ZONE

LOW

LOW

186'

RAISED INTERSECTION

SHARED PUBLIC WAY
PASEO

SHARED
PUBLIC WAY

LOW

LOW

CLASS II BIKE LANE

COMMERCIAL LOADING/
SERVICING ZONE

STREETLIFE ZONE

LOW

LOW

181'









EAST-BOUND SHARROWS

STREET TREE, TYP.

STORMWATER TREATMENT GARDEN, TYP.
- Stormwater treatment in bulb-outs with
integral seating, typ.

STREETLIGHT, TYP.

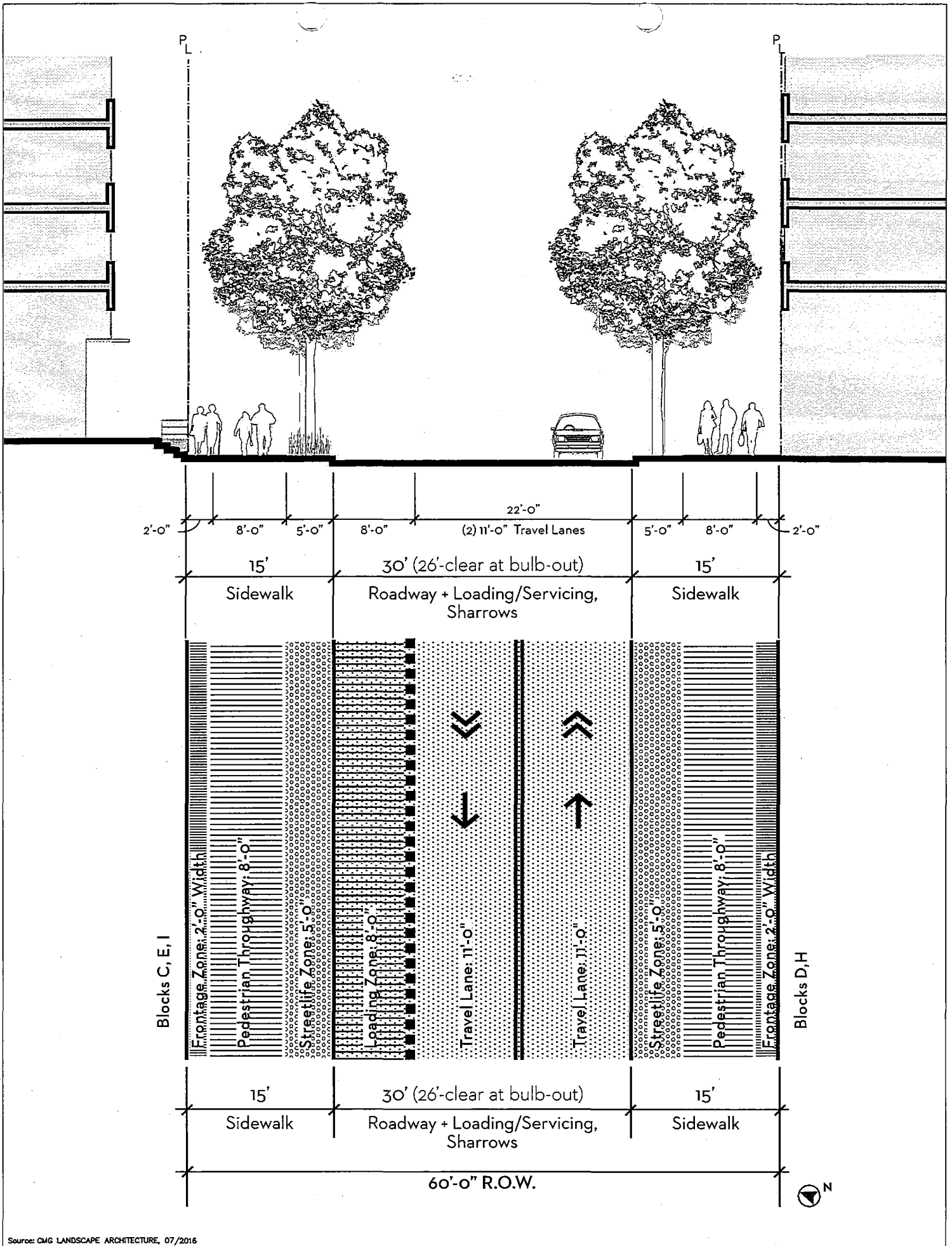
3RD STREET

-  Active Edge + Pedestrian Throughway
-  Streetlife Zone
-  Stormwater Treatment Garden
-  Bike Lane / Cycle Track
-  Travel Lane
-  Loading Zone
-  Waterfront Zone
-  Detectable Warning Paving

EXPOSITION STREET

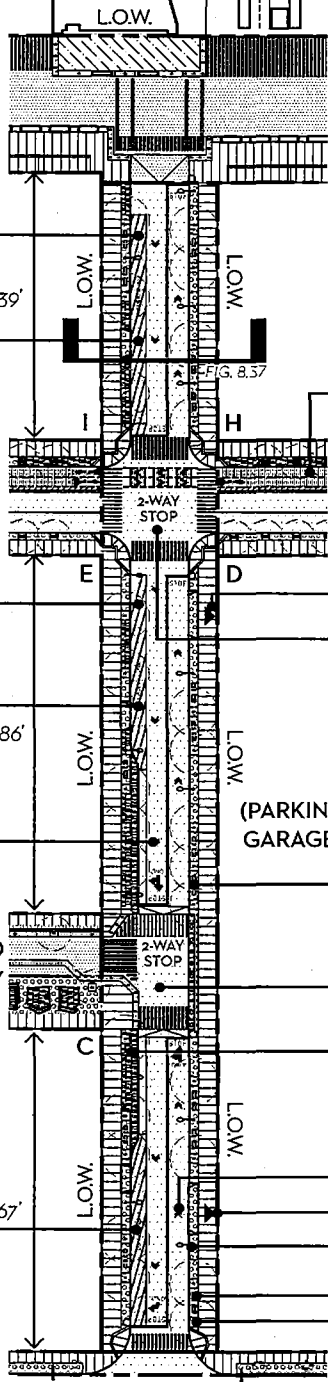


0 100



Source: CMG LANDSCAPE ARCHITECTURE, 07/2016

PIER 50
(NIC)



TERRY A FRANCOIS BLVD

BRIDGEVIEW STREET

3RD STREET

LONG BRIDGE STREET

ACCESSIBLE
LOADING STALL

COMMERCIAL LOADING/
SERVICING ZONE

ACCESSIBLE
LOADING STALL

COMMERCIAL LOADING/
SERVICING ZONE

WEST-BOUND SHARROWS

SHARED
PUBLIC WAY

COMMERCIAL LOADING/
SERVICING ZONE

CYCLE TRACK

GARAGE EGRESS

4-WAY INTERSECTION

- Two-way stop control (Long Bridge Street traffic stops)
- Cycle Track treatment continues across intersection
- Raised Intersection at cycle track grade

(PARKING GARAGE)

STREETLIFE ZONE

RAISED INTERSECTION

STORMWATER TREATMENT GARDEN
- Within bulb-out

EAST-BOUND SHARROWS

GARAGE INGRESS

STREET LIGHT, TYP.

SEATING, TYP.

STREET TREE, TYP.

Active Edge + Pedestrian Throughway

Streetlife Zone

Stormwater Treatment Garden

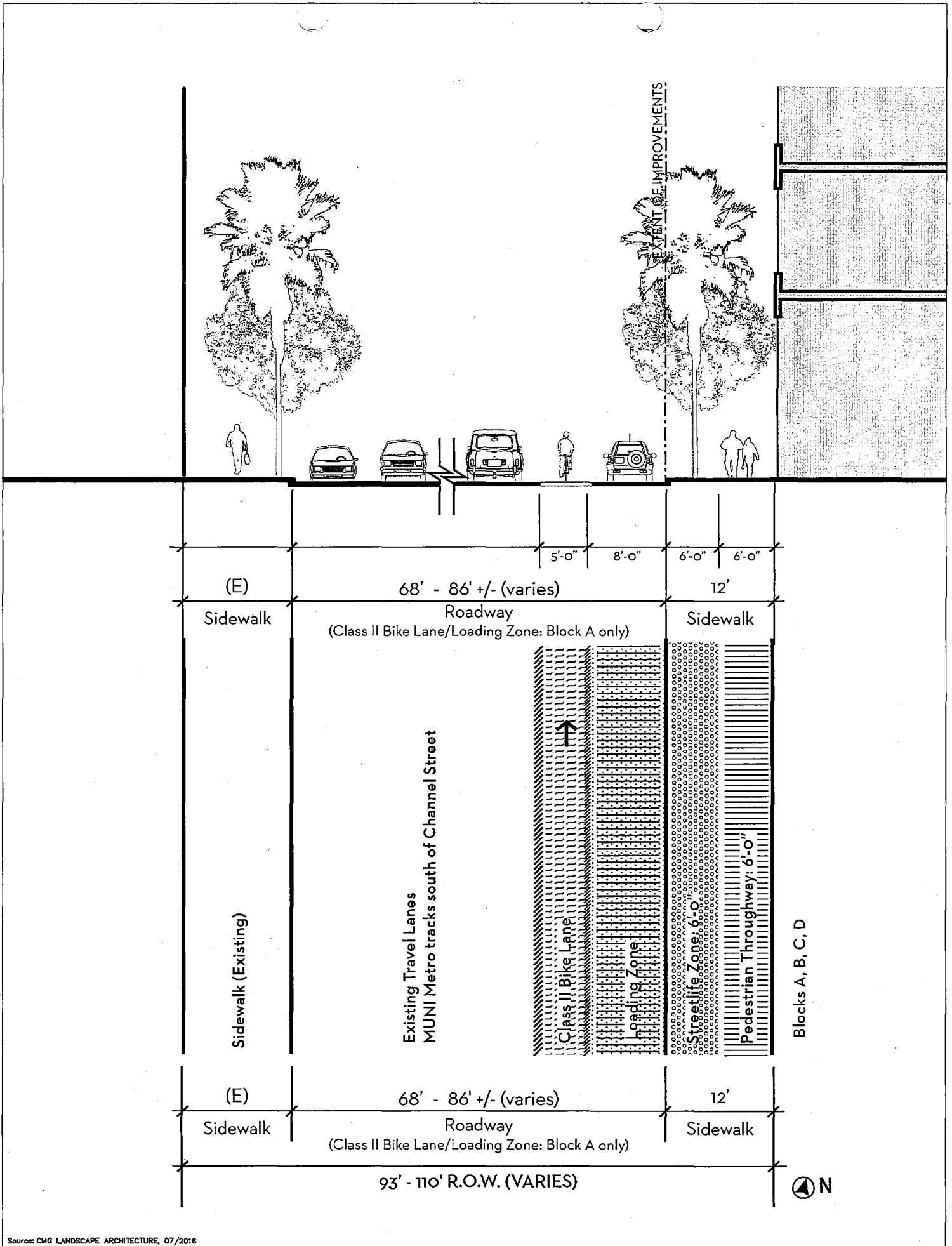
Travel Lane

Loading Zone

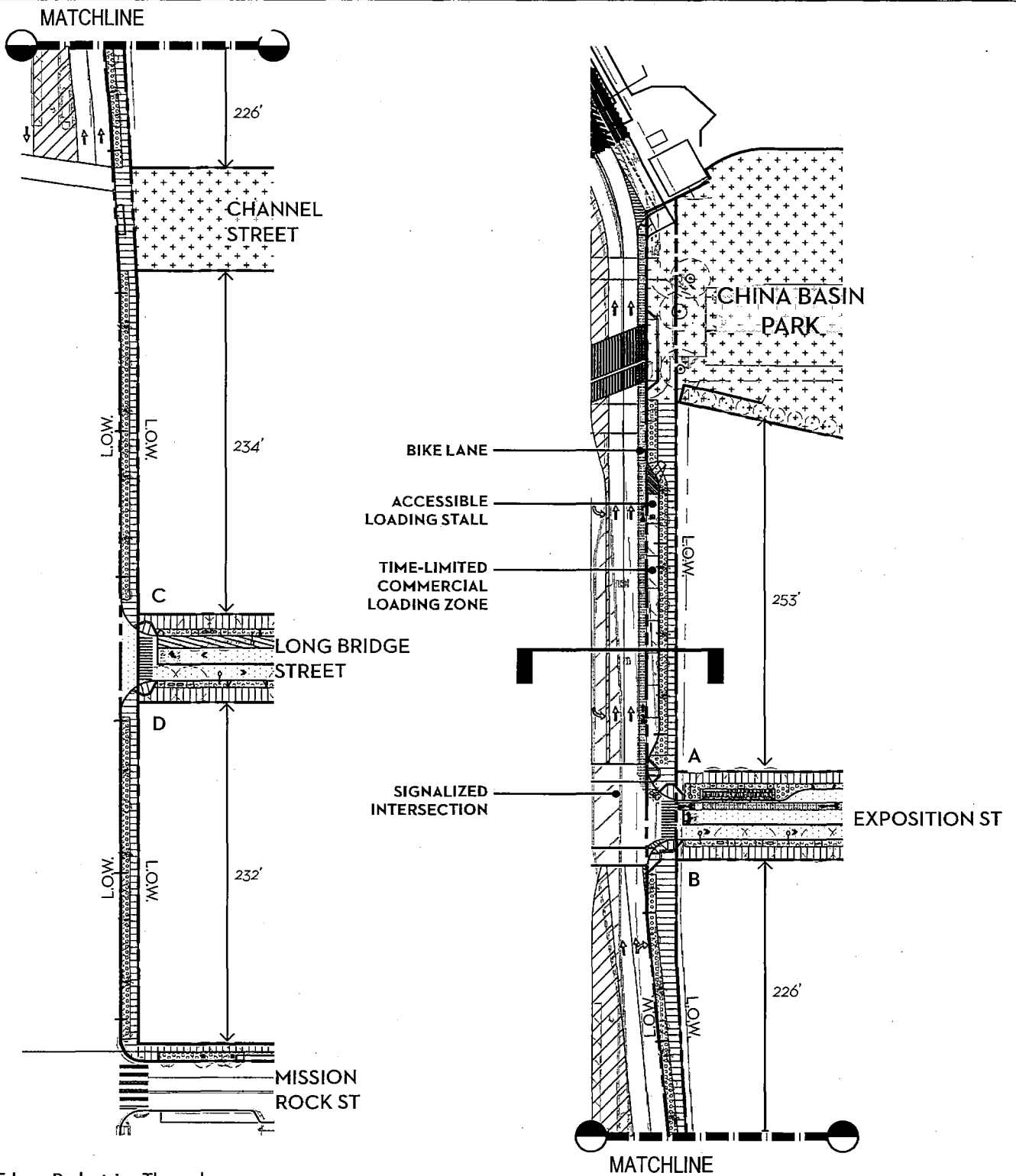
Waterfront Zone







Detectable Warning Paving



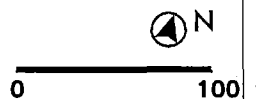


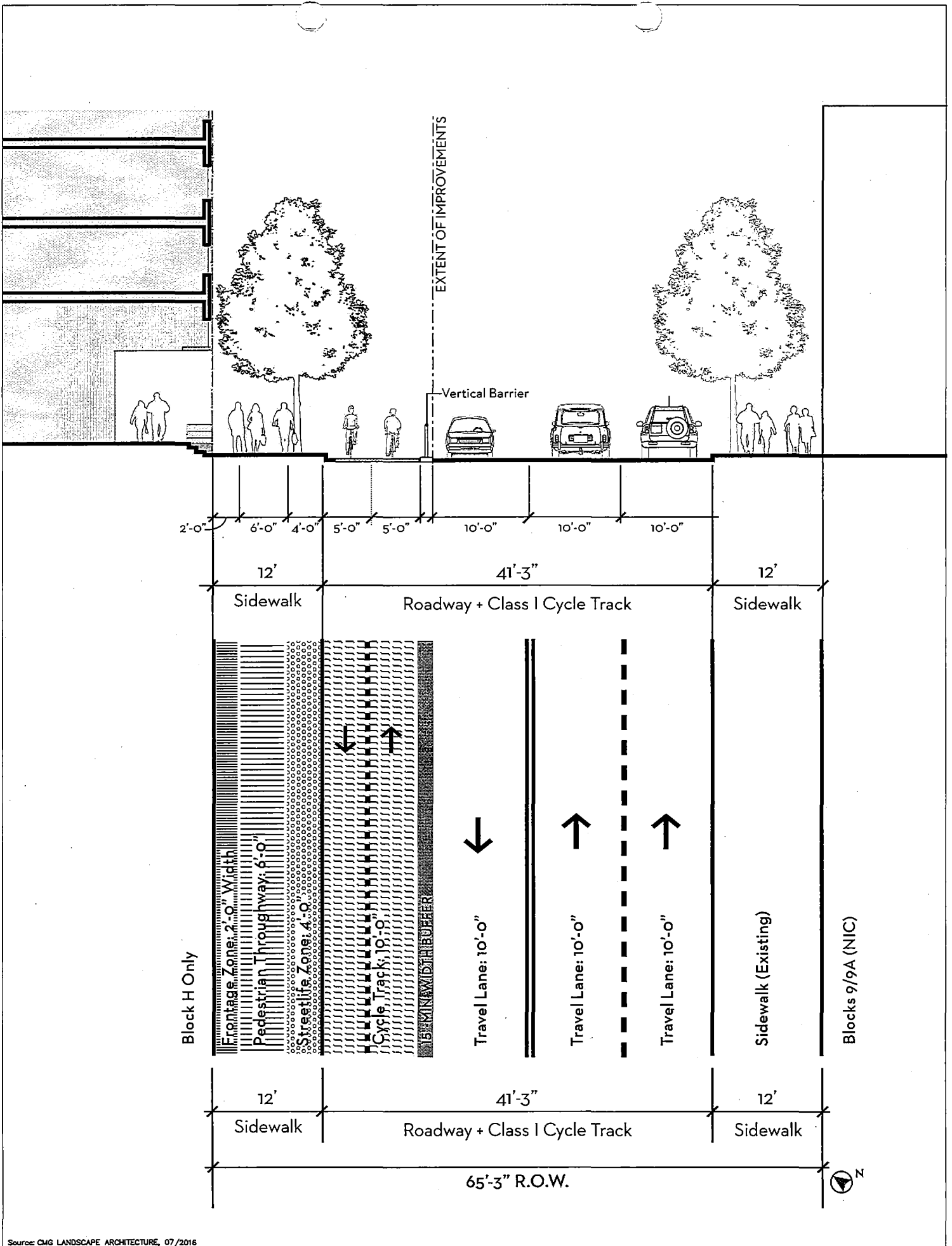
Source: CMG LANDSCAPE ARCHITECTURE, 07/2016



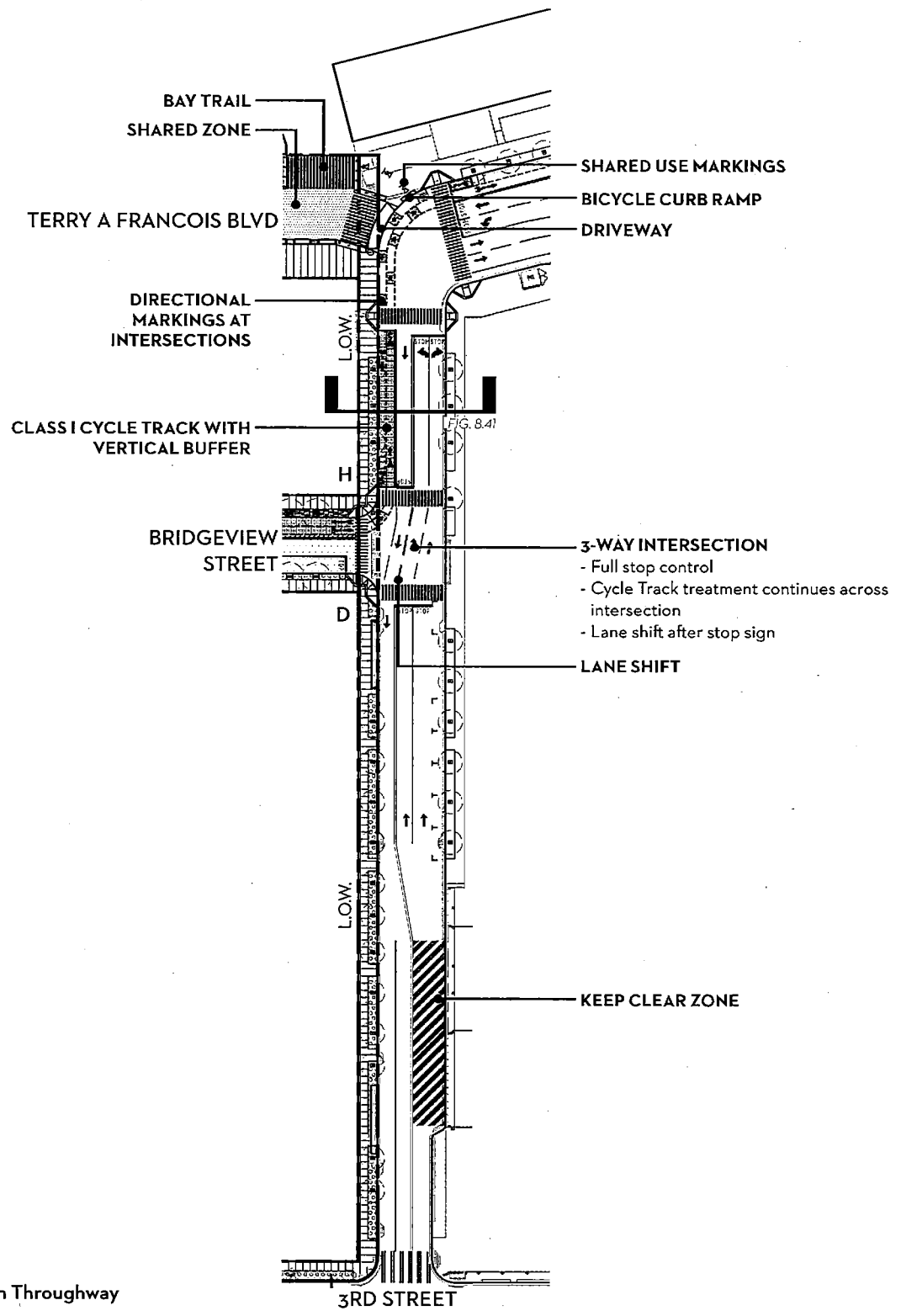
-  Active Edge + Pedestrian Throughway
-  Streetlife Zone
-  Bike Lane / Cycle Track
-  Travel Lane
-  Loading Zone
-  Open Space






THIRD STREET





Source: CMG LANDSCAPE ARCHITECTURE, 07/2016



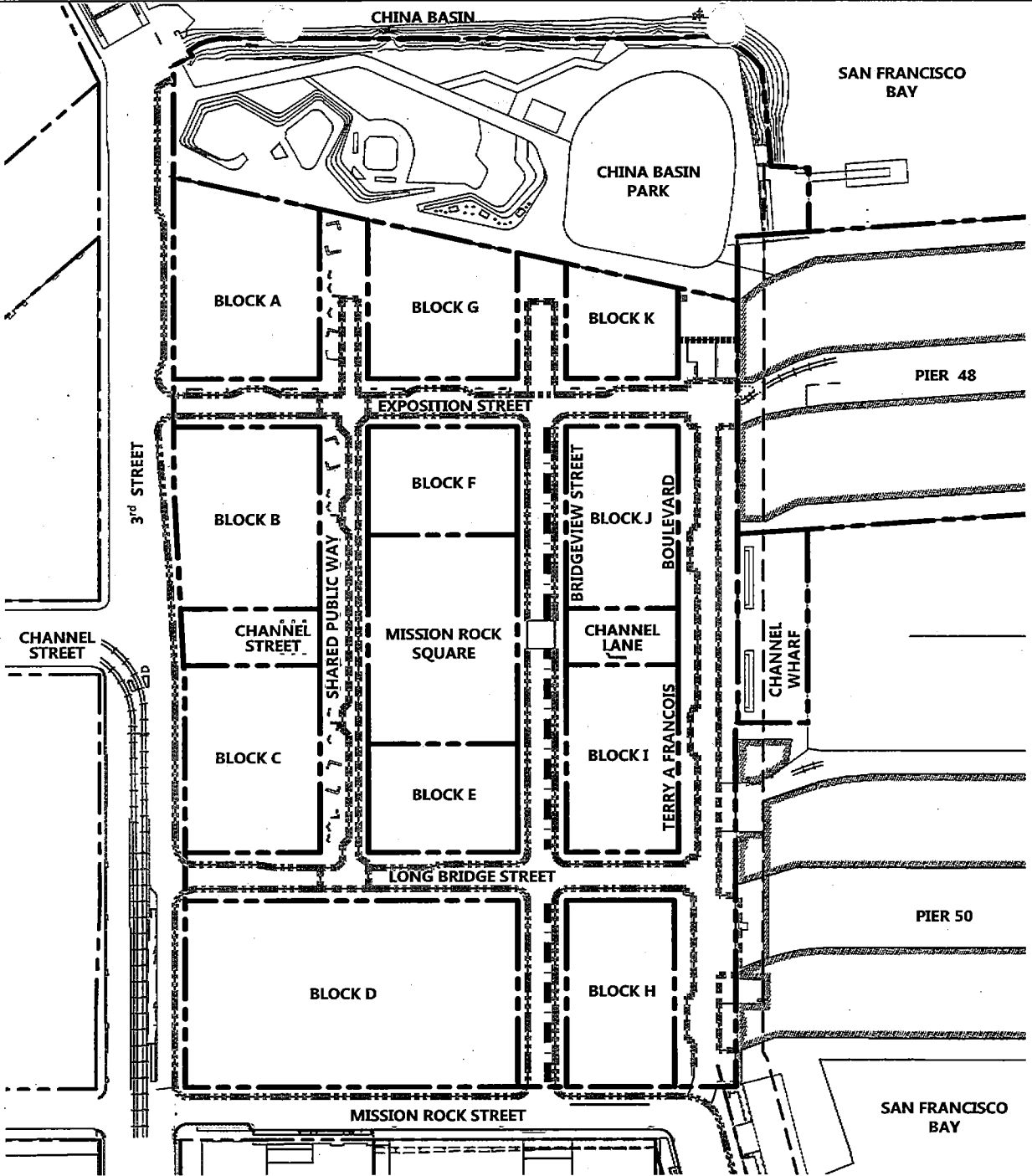
-  Active Edge + Pedestrian Throughway
-  Furnishing Zone
-  Bike Lane / Cycle Track
-  Travel Lane
-  Detectable Warning Paving

MISSION ROCK STREET



0 100

DRAWING NAME: \\BKF-SF\va\4\2008\080006_Mission_Rock\EMC\Exhibits\Infrastructure_Plan_Exhibits\Plotted_Sheets\Figure 8.43 Curb Heights Plan.dwg
 PLOT DATE: 07-13-17
 PLOTTED BY: FEL
 Source: BKF ENGINEERS, 07/2016



LEGEND

- — — — — PROPOSED PARCEL LINE
- — — — — EXISTING PARCEL LINE
- — — — — FLUSH CURB OR CURBLESS
- — — — — 6" CURB
- — — — — 6" CURB & GUTTER
- — — — — MOUNTABLE CURB AT CYCLE TRACK

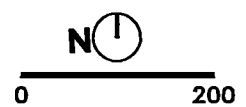


FIGURE 8.44: PAVING DIAGRAM

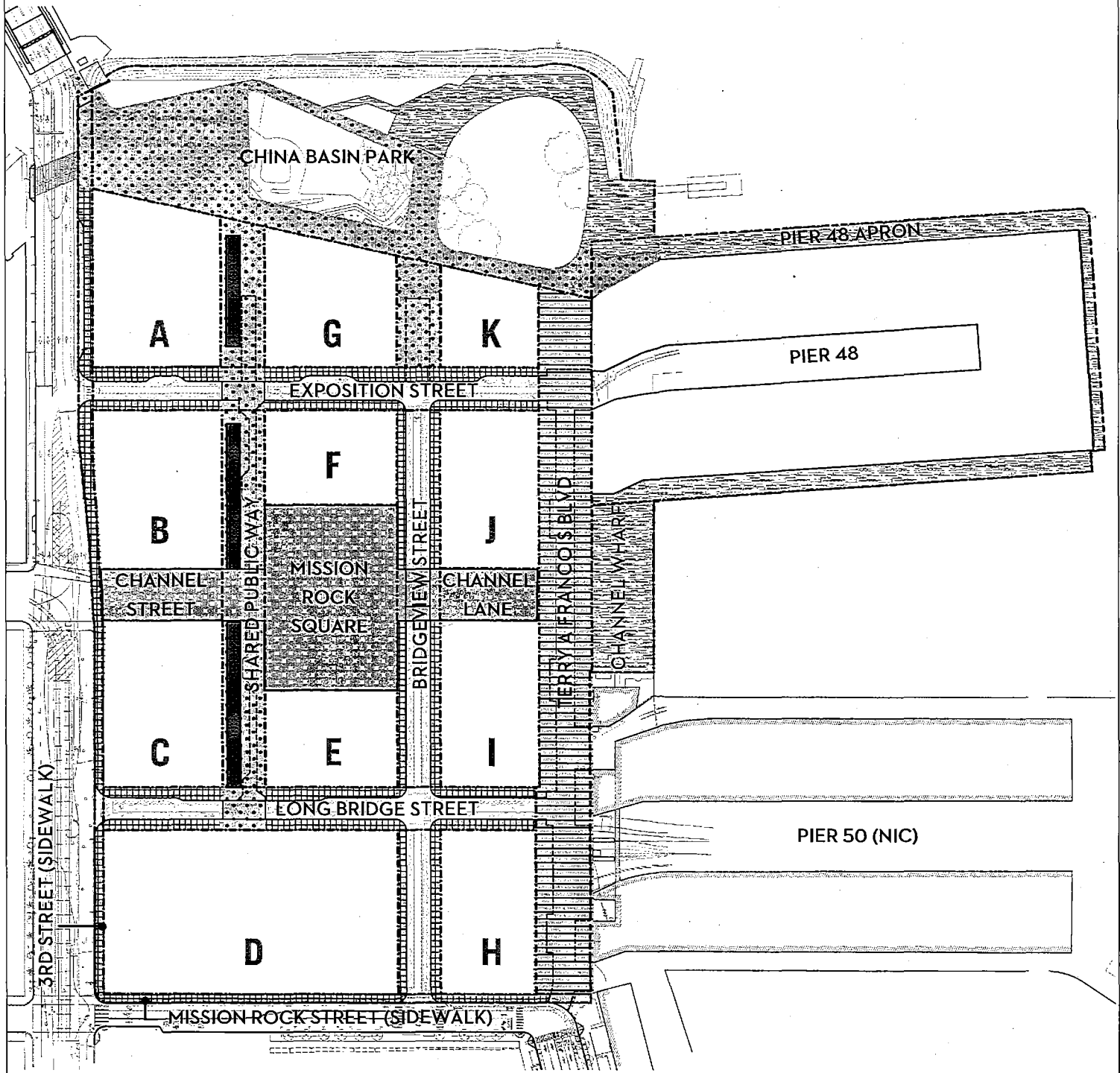


FIGURE 8.44: PAVING DIAGRAM (OPEN SPACES SHOWN FOR REFERENCE)



- | | | | |
|--|---|--|--|
| | Sidewalk (DPW-Standard) | | Open Space: Mission Rock Square, Channel Street + Channel Lane |
| | Working Waterfront Paving: Terry Francois Blvd. (Non-DPW-Standard) | | Open Space: Waterfront Paving |
| | Pedestrian-Scale Paving: Shared Public Way, Paseos + Open Spaces (Non-DPW-Standard) | | Proposed Boundary |
| | Special Paving (Non-DPW-Standard) | | |

Source: CMG LANDSCAPE ARCHITECTURE, 07/2016

FIGURE 8.45: PAVING ZONES BY STREET

SHARED PUBLIC WAY		
PAVING	STREET ZONE	DESCRIPTION
Active Edge	Pedestrian Throughway	Pedestrian Unit Pavers, with approved tree pit surfacing at trees.
	Furnishing Zone	
	Frontage Zone	
	Buffer at Shared Zone	Detectable Surface Paving: Alternate (non-DPW-Standard) tactile paving, with 70% visual contrast from adjacent paving and textured surface.
Streetlife Zone	Furnishing Zone	Pedestrian Unit Pavers, with approved tree pit surfacing at trees and special paving street rooms.
	Buffer at Shared Zone	Detectable Surface Paving: Alternate (non-DPW-Standard) tactile paving, with 70% visual contrast from adjacent paving and textured surface.
Shared Zone	Vehicular Travelway	Vehicular Unit Pavers
	Loading Zones	Vehicular Unit Pavers, with color contrast.
	Crosswalks	Textured Paving, contrasting from adjacent surfaces, with DPW-Standard detectable paving.
CURBS AND DRAINAGE		
Curb at Shared Zone		Curbless
Trench Drain		6" - 12" wide trench drain/linear drainage element, located outside of vehicular travelway.
TERRY A FRANCOIS BOULEVARD		
PAVING	STREET ZONE	DESCRIPTION
Building-Front Zone	Pedestrian Throughway	Pedestrian Unit Pavers or CIP Concrete Paving
	Streetlife Zone	
	Loading Zones	Vehicular Unit Pavers or CIP Concrete Paving.
	Buffer at Shared Zone	Detectable Surface Paving: Alternate (non-DPW-Standard) tactile paving, with 70% visual contrast from adjacent paving and textured surface.
Waterfront Zone	Blue Greenway	Pedestrian Unit Pavers or CIP Concrete Paving
	Buffer at Shared Zone	Detectable Surface Paving: Alternate (non-DPW-Standard) tactile paving, with 70% visual contrast from adjacent paving and textured surface.
Shared Zone	Vehicular Travelway	Vehicular Unit Pavers or CIP Concrete Paving
	Crosswalks	Textured Paving, contrasting from adjacent surfaces, with DPW-Standard detectable paving.
CURBS AND DRAINAGE		
Curb at Shared Zone		CIP Concrete Flush Curb
Trench Drain		6" - 12" wide Trench Drain, located outside of vehicular travelway.
BRIDGEVIEW STREET		
PAVING	STREET ZONE	DESCRIPTION
Sidewalk	Frontage Zone	DPW-Standard CIP Concrete or Pedestrian Unit Pavers
	Pedestrian Throughway	DPW-Standard CIP Concrete
	Streetlife Zone	Pedestrian Unit Pavers, with approved tree pit surfacing at trees.
Roadway	Raised Cycle Track	Painted Asphalt with contrasting buffer
	Travel Lanes	DPW-Standard Asphalt Concrete Paving
CURBS AND DRAINAGE		
Curb + Gutter, West Side		DPW-Standard, 6" Curb typical
Curb + Gutter, East Side		Non-DPW Standard 4" Vertical Curb
Curb at Raised Cycle Track		Mountable Curb

Source: CMG LANDSCAPE ARCHITECTURE, 07/2016

FIGURE 8.46: PAVING ZONES BY STREET

EXPOSITION STREET		
PAVING	STREET ZONE	DESCRIPTION
Sidewalk	Frontage Zone	DPW-Standard CIP Concrete or Pedestrian Unit Pavers
	Pedestrian Throughway	DPW-Standard CIP Concrete
	Streetlife Zone	Pedestrian Unit Pavers, with approved tree pit surfacing at trees
	Stormwater Treatment	Custom/Feature Flow-Through Planters with Understory Planting
Roadway	Travel Lanes	DPW-Standard Asphalt Concrete Paving
	Class II Bicycle Lane	Painted DPW-Standard Asphalt Concrete Paving
	Loading	DPW-Standard Asphalt Concrete Paving
CURBS AND DRAINAGE		
Curb + Gutter		DPW-Standard, 6" Curb typical
LONG BRIDGE STREET		
PAVING	STREET ZONE	DESCRIPTION
Sidewalk	Frontage Zone	DPW-Standard CIP Concrete or Pedestrian Unit Pavers
	Pedestrian Throughway	DPW-Standard CIP Concrete
	Streetlife Zone	Pedestrian Unit Pavers, with approved tree pit surfacing at trees
Roadway	Loading Zone	Painted DPW-Standard Asphalt Concrete Paving
	Travel Lanes	DPW-Standard Asphalt Concrete Paving
CURBS AND DRAINAGE		
Curb + Gutter		DPW-Standard, 6" Curb typical
MISSION ROCK STREET		
PAVING	STREET ZONE	DESCRIPTION
Sidewalk	Pedestrian Throughway	OCII / Mission Bay Standard CIP Concrete.
	Streetlife Zone	OCII / Mission Bay Standard Pedestrian Unit Pavers, with approved tree pit surfacing at trees
Roadway	Cycle Track	Painted Asphalt Concrete Paving
	Travel Lanes	DPW-Standard Asphalt Concrete Paving
CURBS AND DRAINAGE		
Curb + Gutter		DPW-Standard, 6" Curb typical. OCII / Mission Bay Standard
Raised Buffer at Cycle Track		6" high x 15" minimum width buffer, segmented to facilitate drainage
3 RD STREET		
PAVING	STREET ZONE	DESCRIPTION
Sidewalk	Pedestrian Throughway	OCII / Mission Bay Standard CIP Concrete
	Streetlife Zone	OCII / Mission Bay Standard paving and approved tree pit surfacing at trees

Source: CMG LANDSCAPE ARCHITECTURE, 07/2016

FIGURE 8.47: URBAN FOREST

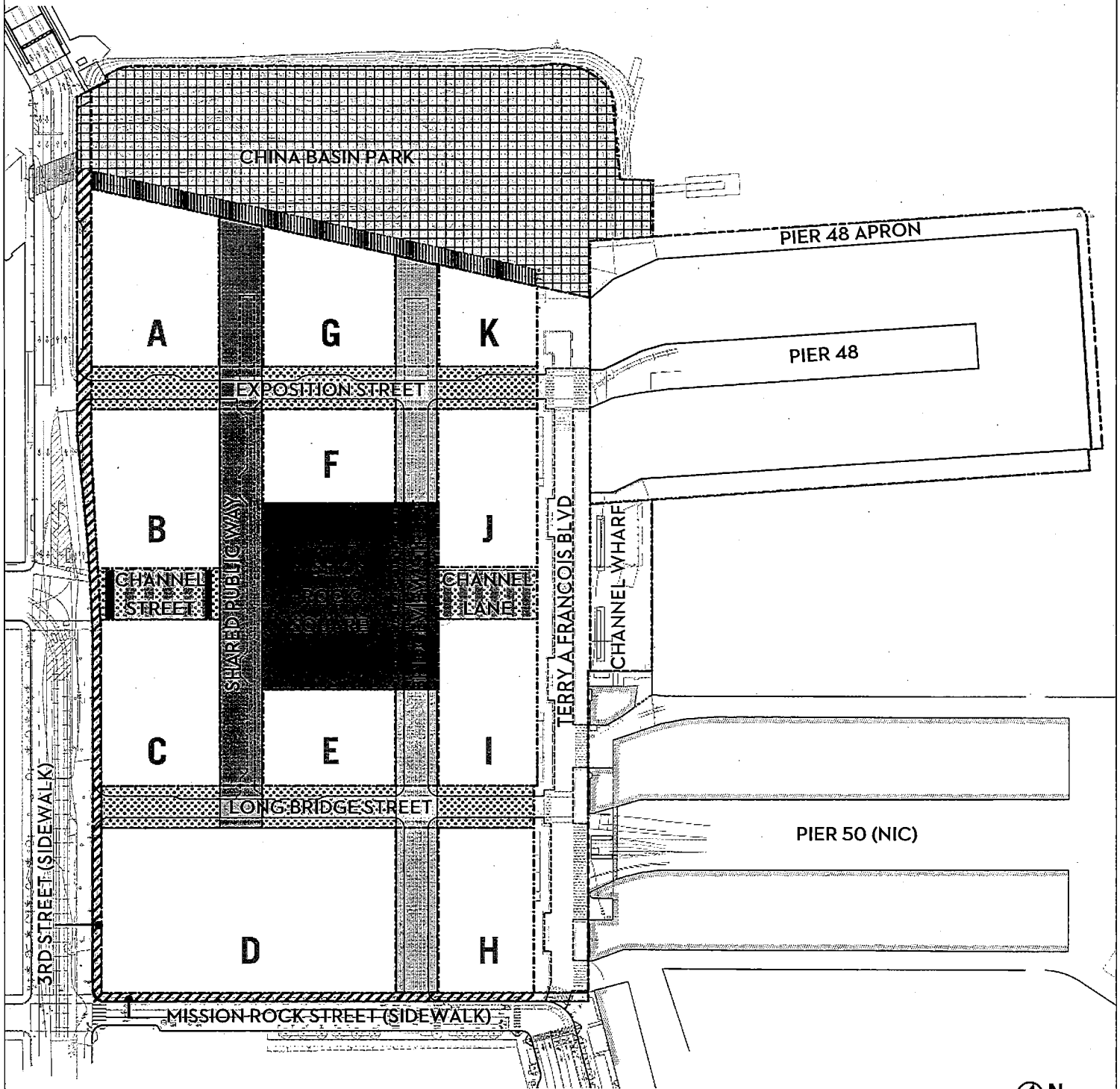










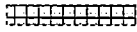

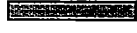

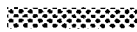


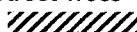
FIGURE 8.47: URBAN FOREST DIAGRAM (OPEN SPACES SHOWN FOR REFERENCE)



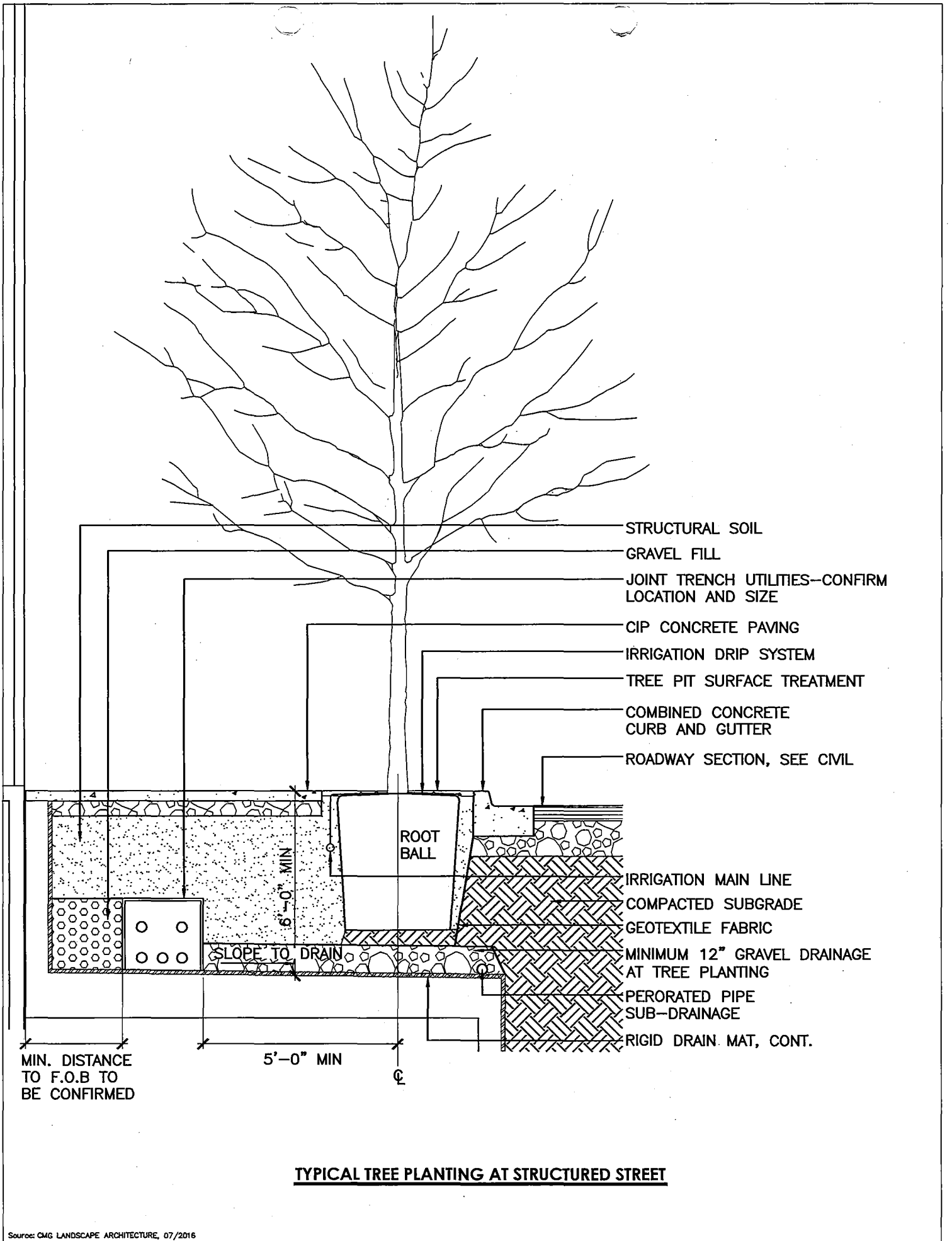
- | | |
|---|--|
| <ul style="list-style-type: none">  China Basin Park
- Large, iconic specimen evergreen trees  Park Promenade
- Small to medium tree with upright habit, shade tolerance required  Shared Public Way
- Large, arching trees with fine-textured canopy  Mission Rock Square
- Large, uniform, upright trees with iconic seasonal character in leaf or flower | <ul style="list-style-type: none">  Neighborhood Street Tree: Upright
- Medium to large tree with upright habit  Neighborhood Street Tree: Arching
- Medium to large tree with arching habit, special seasonal character  Channel St and Channel Lane
- Wind-tolerant tree from Mission Rock Square, Neighborhood Street palettes  Mission Bay Street Trees
- Per OCII Mission Bay Standards |
|---|--|

Source: CMG LANDSCAPE ARCHITECTURE, 07/2016

FIGURE 8.48: URBAN FOREST DESIGN CRITERIA

TREE TYPE	SIZE	TOLERANCES	WATER USE	DESIGN CRITERIA	RECOMMENDED SPECIES
China Basin Park: Specimen Tree 	At Installation: Min. 48" Box At Maturity: 50' x 60' (HxW)	Wind: High Shade: Partial Shade	Low to Medium	<ul style="list-style-type: none"> • Iconic character • Windbreak • Healthy in paving and/or lawn • Coastal tolerance 	Monterey Cypress [<i>Cupressus macrocarpa</i>] New Zealand Christmas Tree [<i>Metrosiderous excelsa</i>] Red-Flowering Gum [<i>Corymbia ficifolia</i>]
China Basin Park: Park Promenade 	At Installation: Min. 48" Box At Maturity: 30' x 35' (H)	Wind: Medium-High Shade: Deep Shade	Low	<ul style="list-style-type: none"> • Scaled to intimating walking experience • Ornamental leaves, flowers, bark • Paving tolerant • Coastal tolerance 	Red Oak cultivar [<i>Quercus rubra</i> 'Crimson Spire'] Melaleuca [<i>Melaleuca quinquenervia</i>]
Shared Public Way 	At Installation: Min 48" Box At Maturity: 45'-50' (H)	Wind: High Shade: Partial Shade	Low	<ul style="list-style-type: none"> • Fine textured canopy • Trunk 13'-6" clear from paving • 48" box min 	Chinese Elm [<i>Ulmus parvifolia</i>] Strawberry Tree [<i>Arbutus</i> 'Marina'] Southern Live Oak [<i>Quercus virginiana</i>]
Mission Rock Square 	At Installation: Min 48" Box At Maturity: 45'-50' (H)	Wind: Medium Shade: Partial to Full Shade	Low	<ul style="list-style-type: none"> • Medium-Fine textured canopy • Winter/Summer interest • Trunk 8' clear from paving • 48" box min 	Ginkgo [<i>Ginkgo biloba</i> cultivar] Freeman Maple [<i>Acer x. freemanii</i>] Chinese Elm [<i>Ulmus parvifolia</i>]
Neighborhood Street: Upright 	At Installation: Min 48" Box At Maturity: 40' (H)	Wind: Medium Shade: Partial to Full Shade	Low	<ul style="list-style-type: none"> • Winter/Summer interest • Trunk 13'-6" clear from paving/ travel lanes 	Brisbane Box [<i>Lophostemon confertus</i>] Red Oak cultivar [<i>Quercus rubra</i> 'Crimson Spire']
Neighborhood Street: Arching 	At Installation: Min 48" Box At Maturity: 35'-40' (H)	Wind: Medium Shade: Partial Shade	Low	<ul style="list-style-type: none"> • Special flowering • Trunk 13'-6" clear from paving/ travel lanes 	Victorian Box [<i>Pittosporum undulatum</i>] California Pepper [<i>Schinus molle</i>] Cork Oak [<i>Quercus suber</i>]
Channel Street / Channel Lane 	See description for: Mission Rock Square and/or Neighborhood Street Tree: Upright				
Mission Bay Street Trees 	Per OCII / Mission Bay Standards				

Source: CMG LANDSCAPE ARCHITECTURE, 07/2016



TYPICAL TREE PLANTING AT STRUCTURED STREET

FIGURE 8.50: STORMWATER TREATMENT CONCEPTUAL DIAGRAM

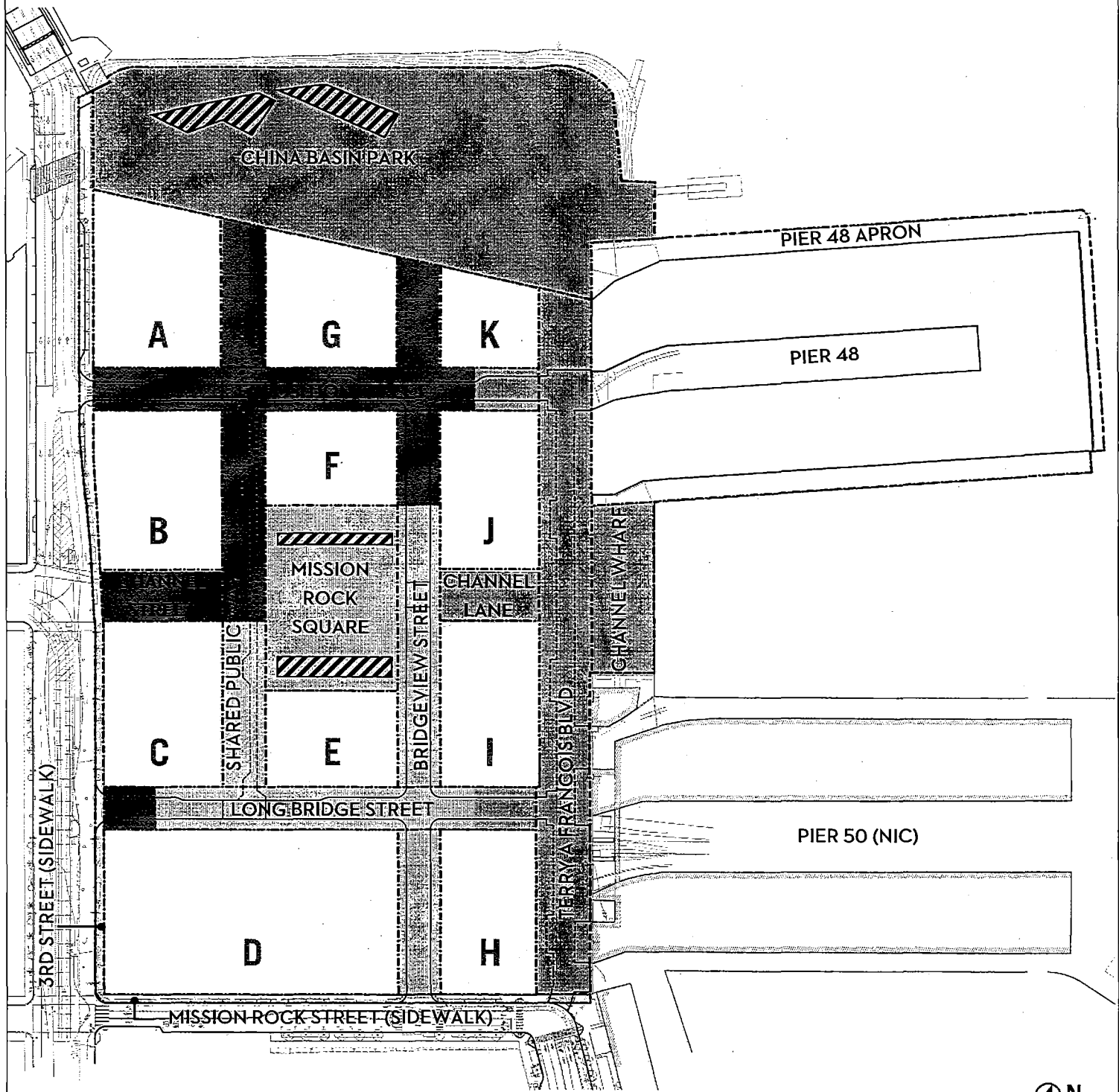



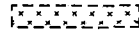

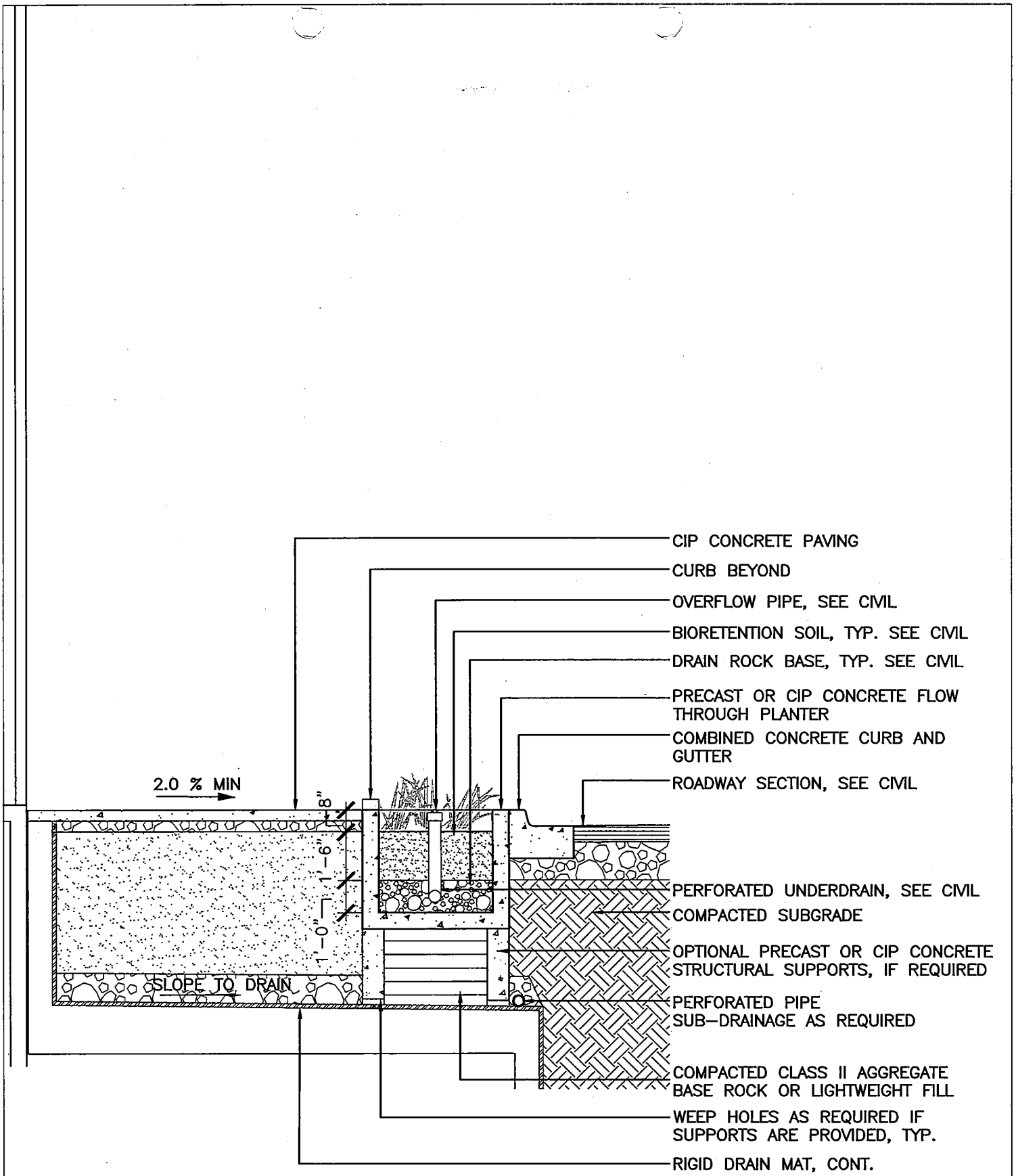


FIGURE 8.50: STORMWATER TREATMENT CONCEPTUAL DIAGRAM

-  Localized Treatment
-  Large Feature Stormwater Gardens
-  Centralized Treatment: Mission Rock Square
-  Open Space (Shown for reference only)
-  Centralized Treatment: China Basin Park

Source: CMG LANDSCAPE ARCHITECTURE, 07/2016



TYPICAL STORMWATER FLOW THROUGH PLANTER

FIGURE 8.52: LIGHTING DIAGRAM

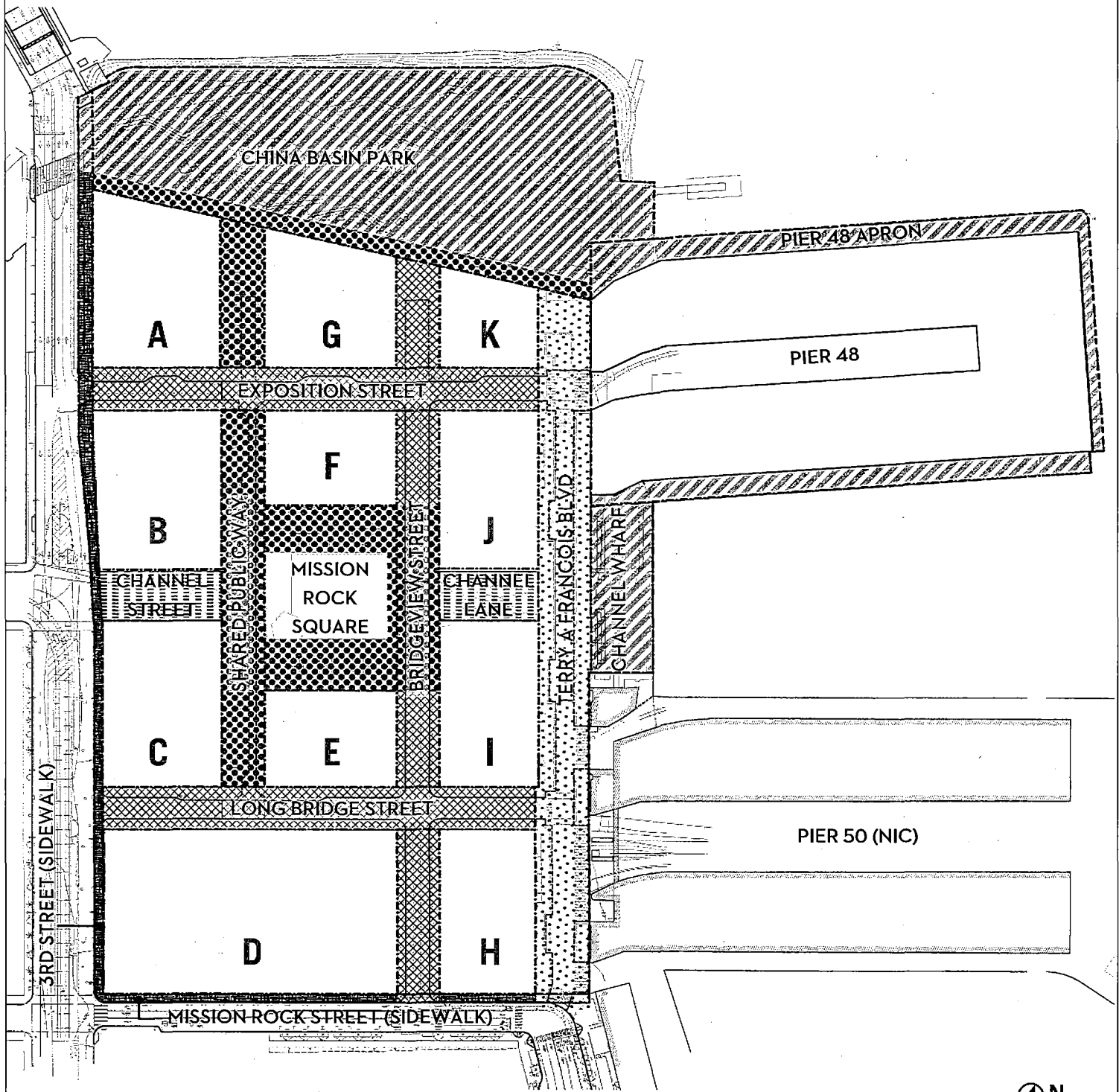




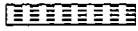



FIGURE 16: LIGHTING DIAGRAM (OPEN SPACES SHOWN FOR REFERENCE)

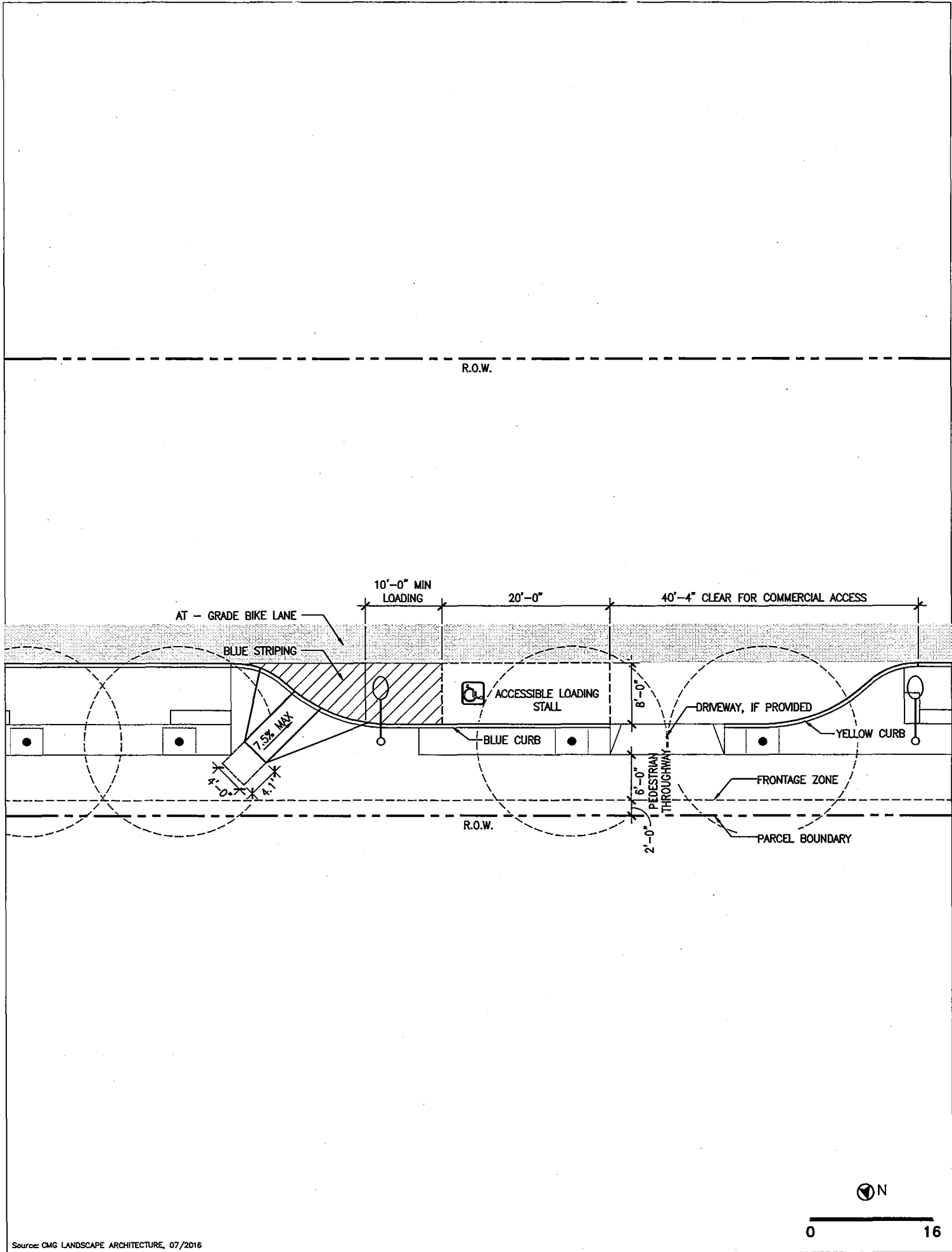
- Zone 1: Waterfront**
 - Light levels should be brightest at the buildings, and less bright at the waterfront to minimize impact on the ecosystem at the water's edge.
- Zone 2: High-Activity, High Retail**
 - Opportunity for feature lighting; variety of light types encouraged; contributing ambient light from ground floor uses.
- Zone 3: Working-Waterfront**
 - Iconic lighting; intersections should be highly visible.
- Zone 4: Neighborhood Streets**
 - Some contributing light from ground-floor uses, especially on Bridgeview Street; intersection should be highly visible.
- Zone 5: Gateways**
 - Opportunity for overhead lighting.
- Zone 6: District Streets**
 - Mission Bay. Refer to OCII Mission Bay controls.

Source: CMG LANDSCAPE ARCHITECTURE, 07/2016

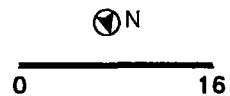
FIGURE 8.53: LIGHTING ZONES

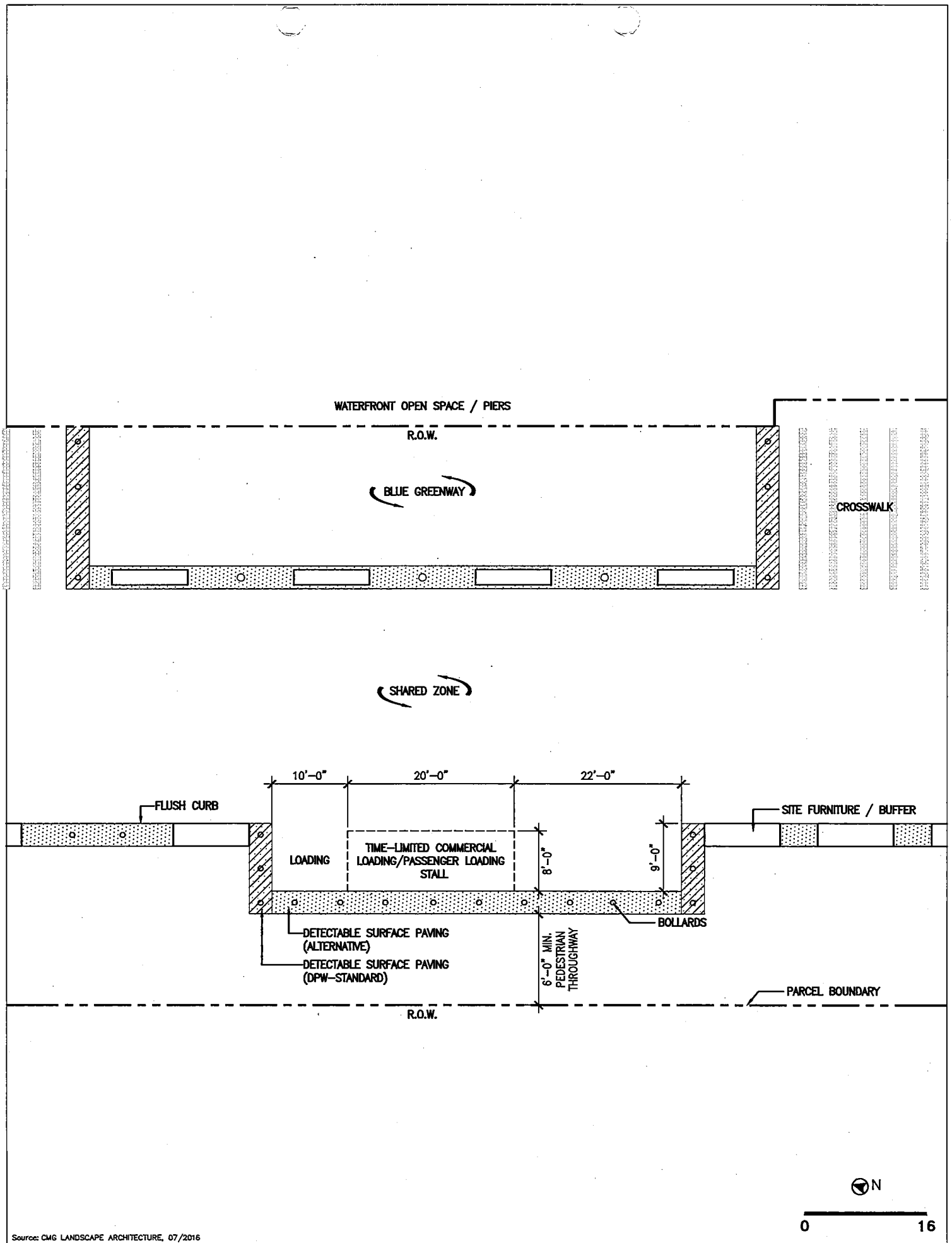
LIGHTING ZONE	LIGHTING ZONE DESCRIPTION	PEDESTRIAN LIGHT LEVELS (FOOTCANDLES)*	ROADWAY MINIMUM MAINTAINED AVERAGE LIGHT LEVEL (fc)*	UNIFORMITY RATIO, AVERAGE / MINIMUM*
Zone 1: Waterfront	<i>Light levels should be brightest at the buildings, and less bright at the waterfront to minimize impact on the ecosystem at the water's edge.</i>			
	Non-Waterfront Paths	1 fc Average	N/A	10:1
	Planting/Lawn Areas	0.5-0.8 fc Average	N/A	40:1
	Plaza/Wharf Areas	0.8-1 fc Average	N/A	20:1
	Waterfront Paths	0.5-0.8 fc Average	N/A	5:1
Zone 2: High Activity, High-Retail Zone	<i>Opportunity for feature lighting; variety of light types encouraged; contributing ambient light from ground-floor uses</i>			
	Mission Rock Square	0.5-0.8 fc Average	N/A	40:1
	Shared Public Way	1 fc Average	0.4 to 1 fc	4 to 6
Zone 3: Working Waterfront	<i>Working Waterfront. Iconic lighting; intersections should be highly visible.</i>			
	Terry A Francois Boulevard	1 fc Average	0.4 to 1.7 fc 1.8 fc at intersections	3 to 6
Zone 4: Neighborhood Streets	<i>Some contributing light from ground-floor uses, especially on Bridgeview Street. Intersections should be highly visible.</i>			
	Bridgeview Street & Exposition Street	0.5-0.8 fc Average	0.4 to 1.2 fc 1.4-1.8 at intersections	4 to 6
	Long Bridge Streets	1 fc Average	0.4 to 1.2 fc 1.4-1.8 at intersections	3 to 6
Zone 5: Gateways	<i>Opportunity for overhead lighting.</i>			
	Channel Street	1-1.2 fc Average	N/A	10:1
	Channel Lane	1-1.2 fc Average	N/A	10:1
Zone 6: District Streets	<i>Mission Bay. Refer to OCII Mission Bay controls.</i>			
	3rd & Mission Rock Streets (See OCII Standards)			

*Source: Better Streets Plan <www.sfbetterstreets.org/find-project-types/streetscape-elements/street-lighting/>

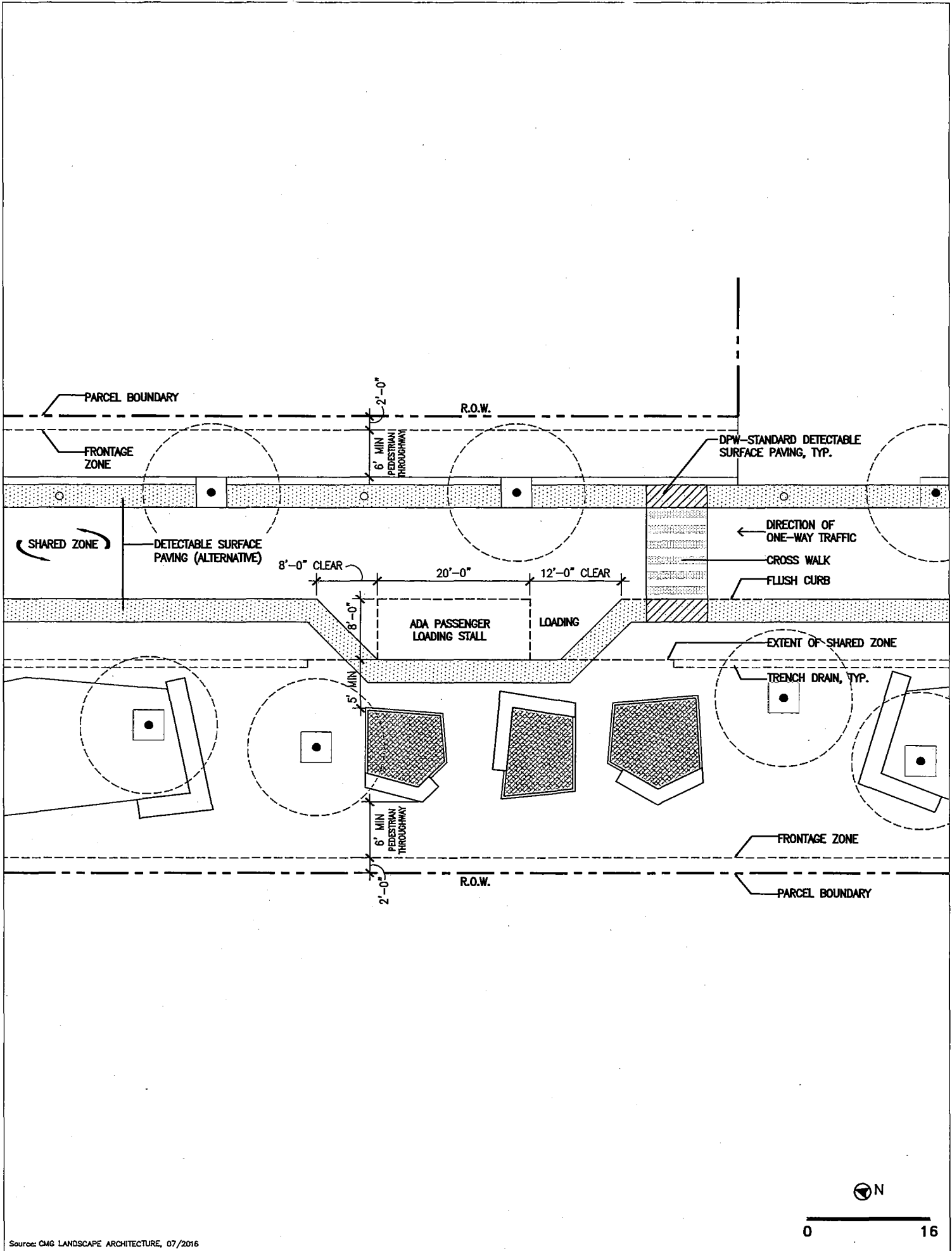


Source: OMG LANDSCAPE ARCHITECTURE, 07/2016



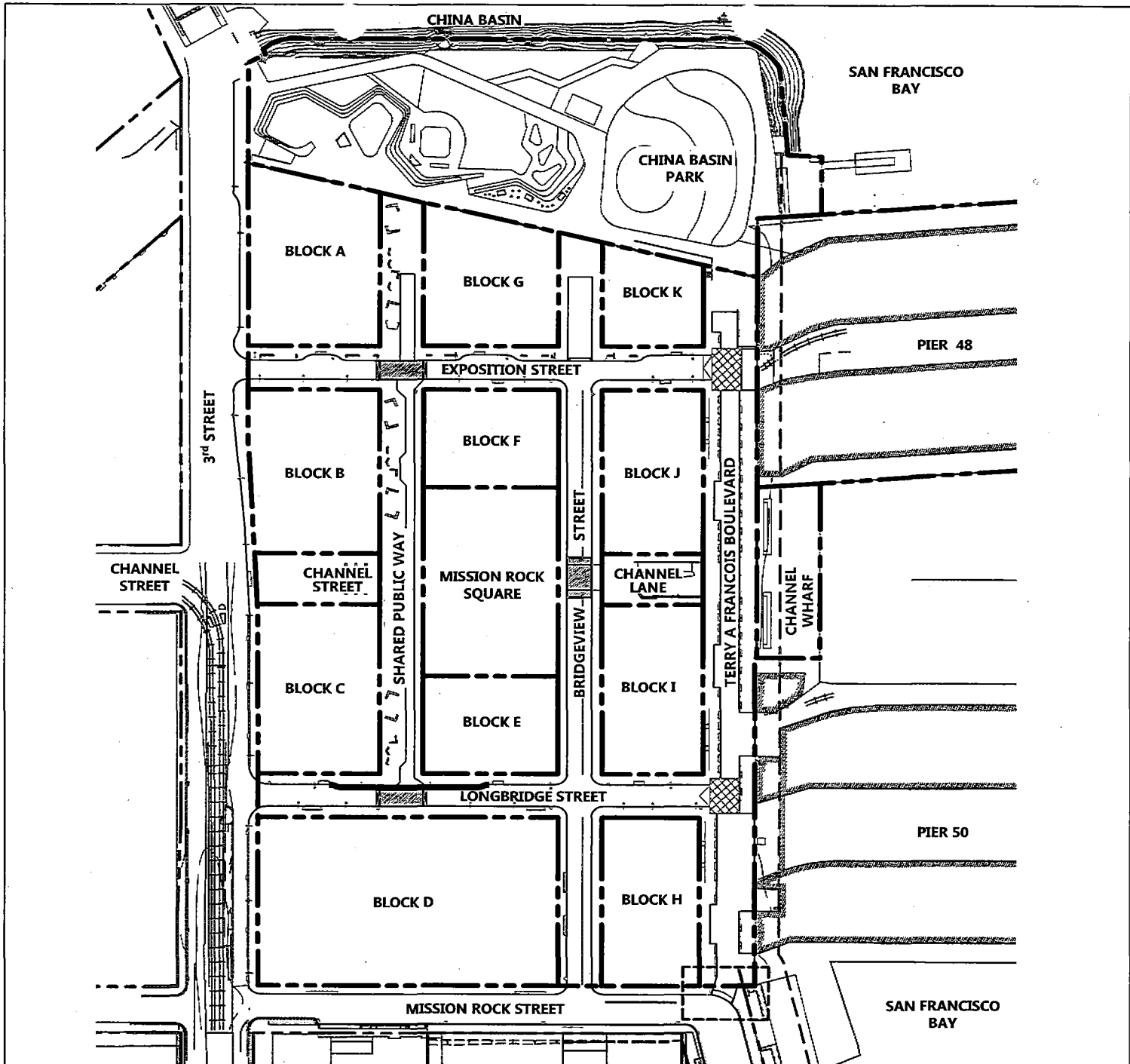


Source: CMG LANDSCAPE ARCHITECTURE, 07/2016









Source: CMG LANDSCAPE ARCHITECTURE, 07/2016

DRAWING NAME: \\BNF-SF\vol14\2008\000006\Mission Rock\ENG\Exhibits\Infrastructure Plan Exhibits\Plotted Sheets\Figure 8.58 Potential Traffic Calming Elements.dwg
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 PLOTTED BY: FEL



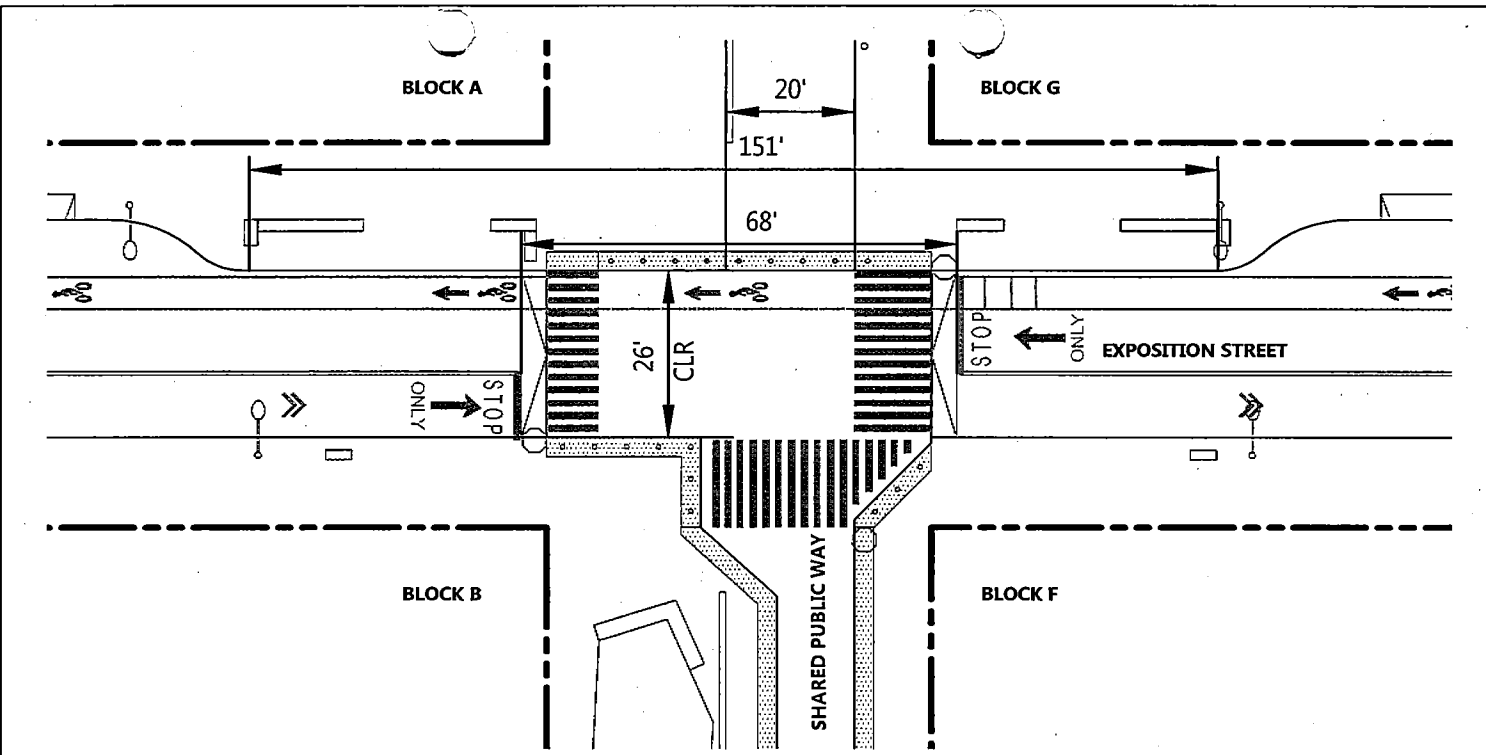
LEGEND

-  PROPOSED PARCEL LINE
-  EXISTING PARCEL LINE
-  RAISED CROSSWALK, SEE FIGURE 8.59
-  BULB-OUT LOCATIONS
-  CITY STANDARD DRIVEWAY AT TERRY A FRANCOIS BOULEVARD & MISSION ROCK STREET INTERSECTION
-  RAISED INTERSECTION AT TERRY A FRANCOIS BOULEVARD

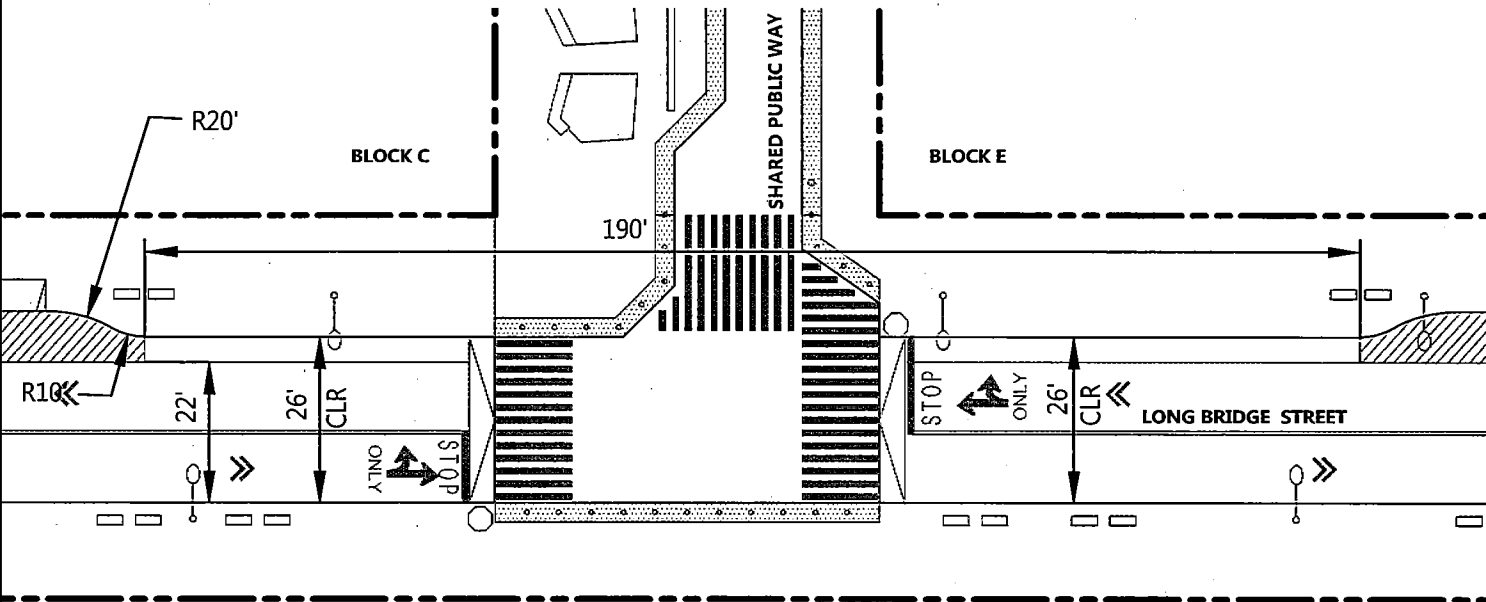
Source: BNF ENGINEERS, 07/2016



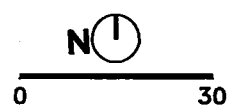
\\BKF-SF\vol1\2008\080006_Mission Rock\ENR\Exhibits\Infrastructure Plan Exhibits\Plotted Sheets\Figure 8.58 Typical Raised Crossing & Bulb-Out Detail1.dwg
DRAWING NAME: 07-13-17
PLOT DATE: FEL



TYPICAL RAISED CROSSING

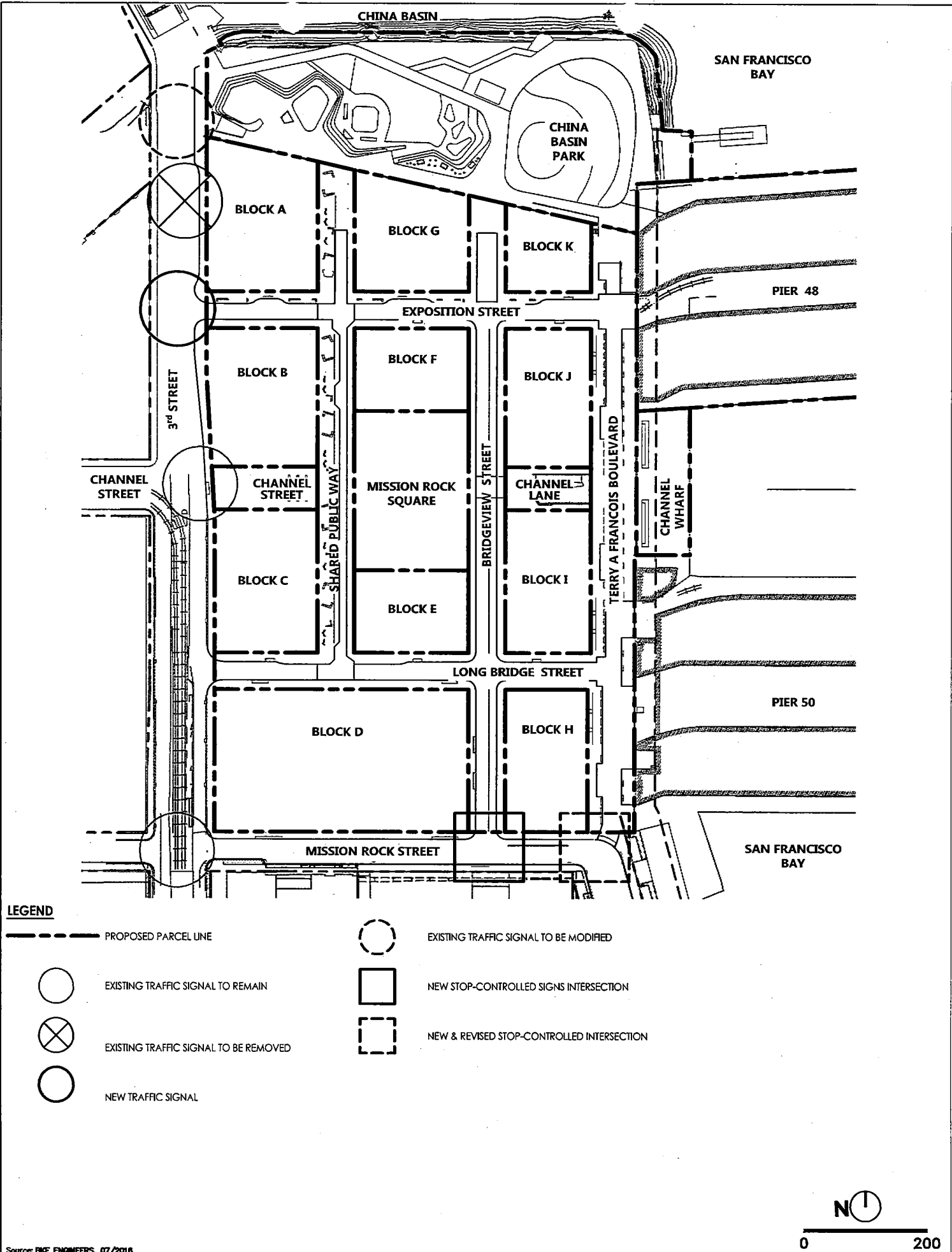


TYPICAL BULB-OUT



Source: BKF ENGINEERS, 07/2016

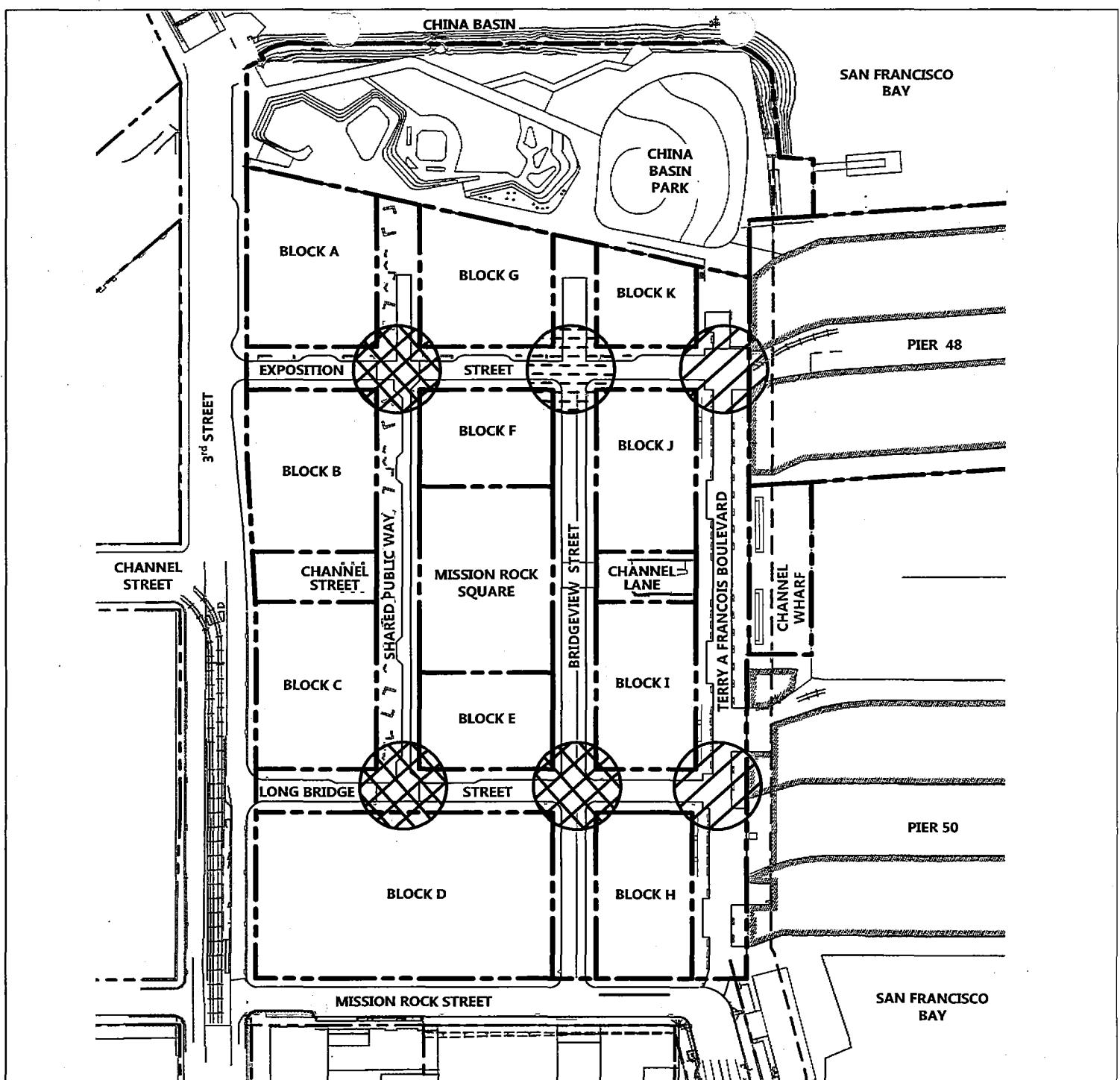
DRAWING NAME: \\BKF-SF\vol14\2008\060000\mission rock\ENG\Exhibits\Infrastructure Plan Exhibits\Plotted Sheets\Figure 8.60 Off-Site Traffic Mitigations.dwg
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 PLOTTED BY: FELI




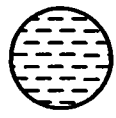
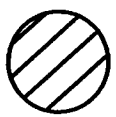
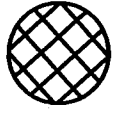
LEGEND

- PROPOSED PARCEL LINE
- EXISTING TRAFFIC SIGNAL TO REMAIN
- EXISTING TRAFFIC SIGNAL TO BE MODIFIED
- EXISTING TRAFFIC SIGNAL TO BE REMOVED
- NEW STOP-CONTROLLED SIGNS INTERSECTION
- NEW & REVISED STOP-CONTROLLED INTERSECTION
- NEW TRAFFIC SIGNAL

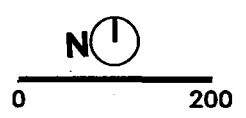
DRAWING NAME: \\BKF-SF\vol1\2008\00000000\Mission Rock\ENG\Exhibits\Infrastructure Plan Exhibits\Plotted Sheets\Figure 8.61 On-site Traffic Mitigations.dwg
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 PLOTTED BY: boyo

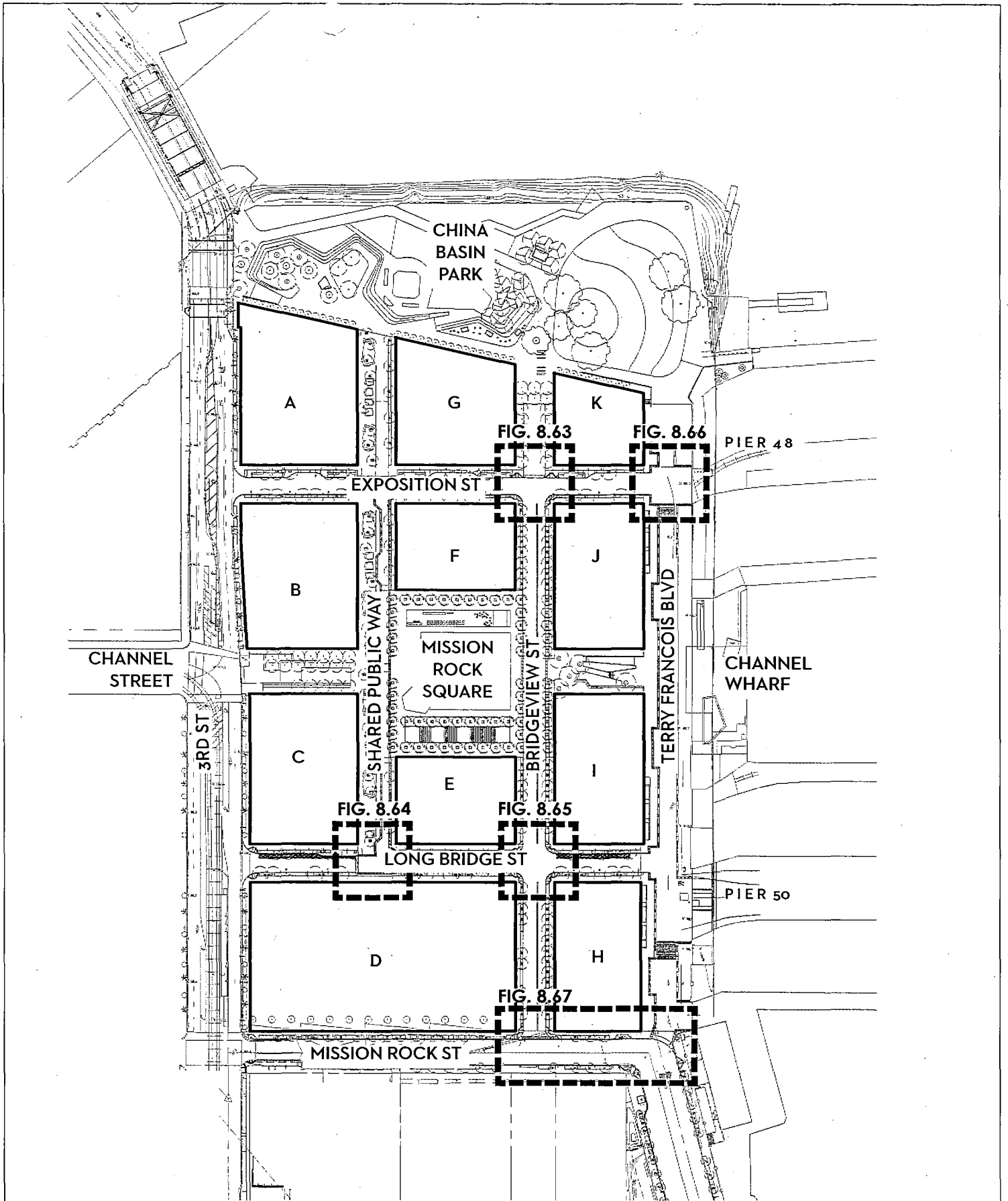


LEGEND

-  PROPOSED PARCEL LINE
-  THREE WAY STOP-CONTROLLED INTERSECTION
-  ONE WAY STOP-CONTROLLED INTERSECTION
-  TWO WAY STOP-CONTROLLED INTERSECTION

Source: BKF ENGINEERS, 07/2016

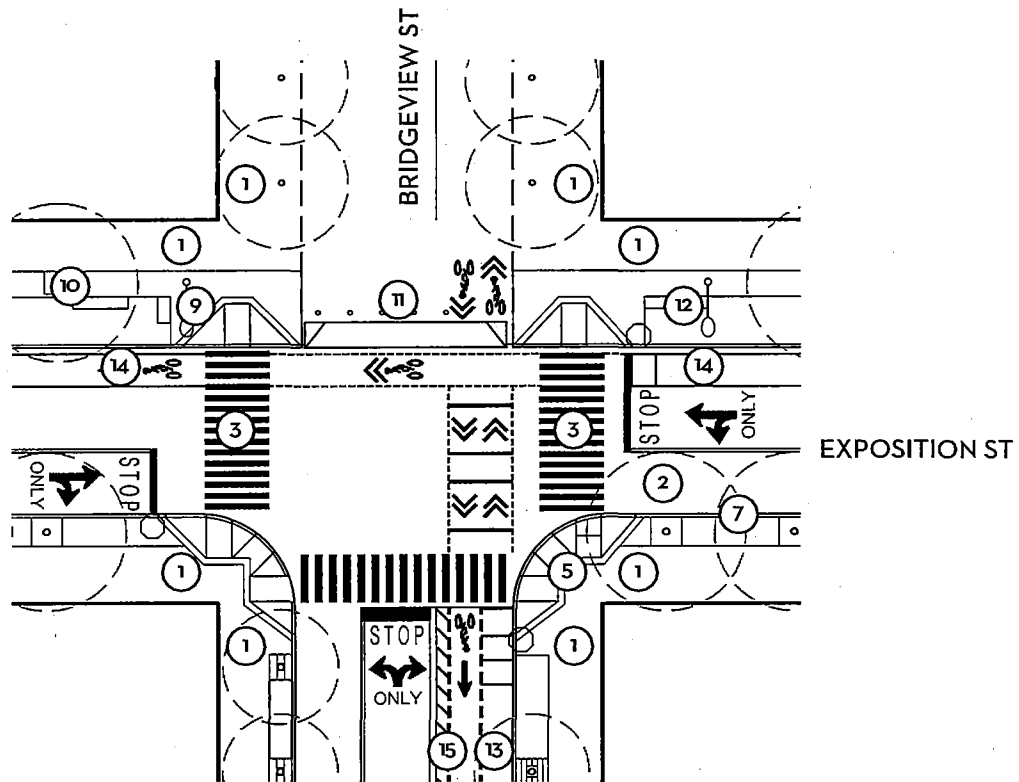




Proposed Parcel Line



Source: CMG LANDSCAPE ARCHITECTURE, 07/2016

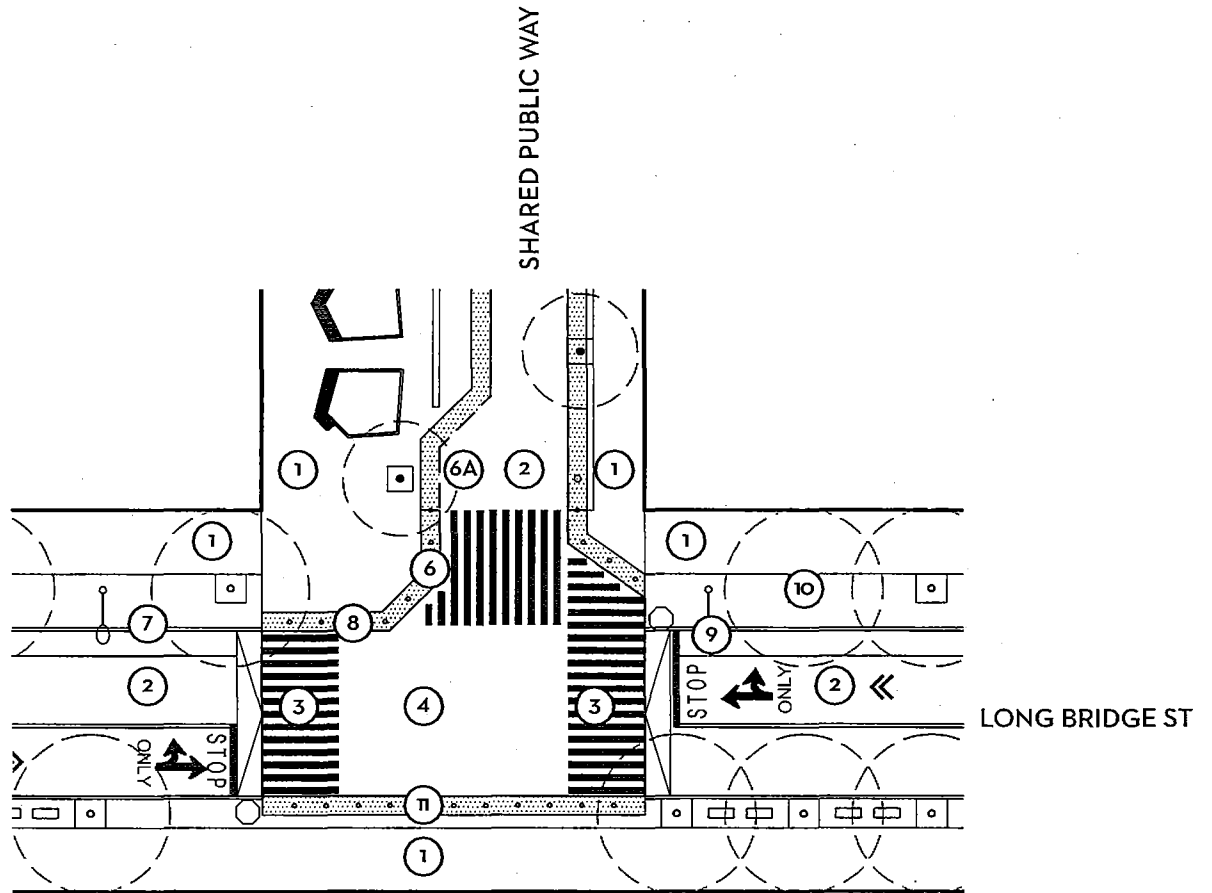


TYPICAL INTERSECTION ALL-WAY STOP: EXPOSITION STREET AT BRIDGEVIEW STREET

- | | |
|--|------------------------------|
| ① Pedestrian Throughway | ⑧ Flush Curb |
| ② Vehicular Travelway | ⑨ Streetlight |
| ③ Crosswalk | ⑩ Street Tree |
| ④ Raised Intersection | ⑪ Bollards |
| ⑤ DPW Standard Curb Ramp | ⑫ Street Furnishing |
| ⑥ DPW Standard Detectable Surface Paving | ⑬ Cycle Track (Raised) |
| ⑦ DPW Standard Curb | ⑭ Bike Lane at Roadway Grade |
| | ⑮ Cycle Track Buffer |



0 30

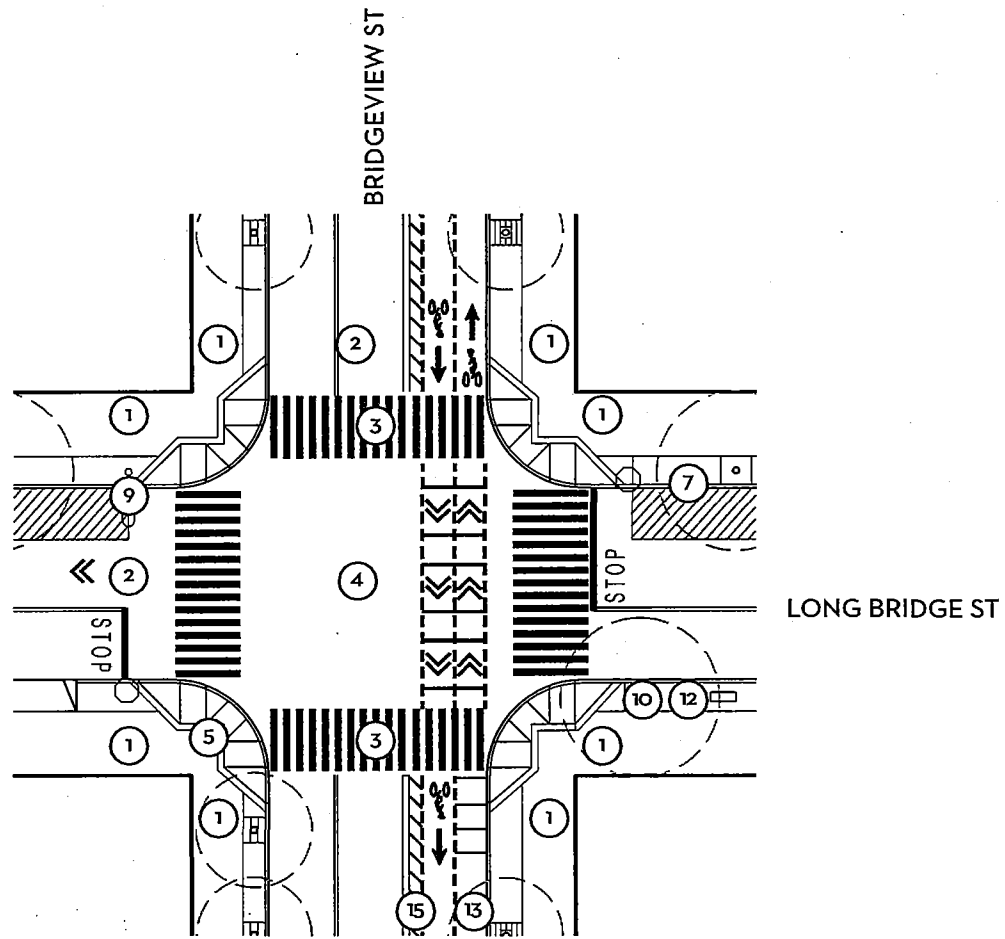


RAISED INTERSECTION: SHARED PUBLIC WAY AT LONG BRIDGE STREET

- | | |
|---|------------------------------|
| ① Pedestrian Throughway | ⑦ DPW Standard Curb |
| ② Vehicular Travelway | ⑧ Flush Curb |
| ③ Crosswalk | ⑨ Streetlight |
| ④ Raised Intersection | ⑩ Street Tree |
| ⑤ DPW Standard Curb Ramp | ⑪ Bollards |
| ⑥ DPW Standard Detectable Surface Paving | ⑫ Street Furnishing |
| ⑥A Detectable Surface Paving: Alternative | ⑬ Cycle Track (Raised) |
| | ⑭ Bike Lane at Roadway Grade |



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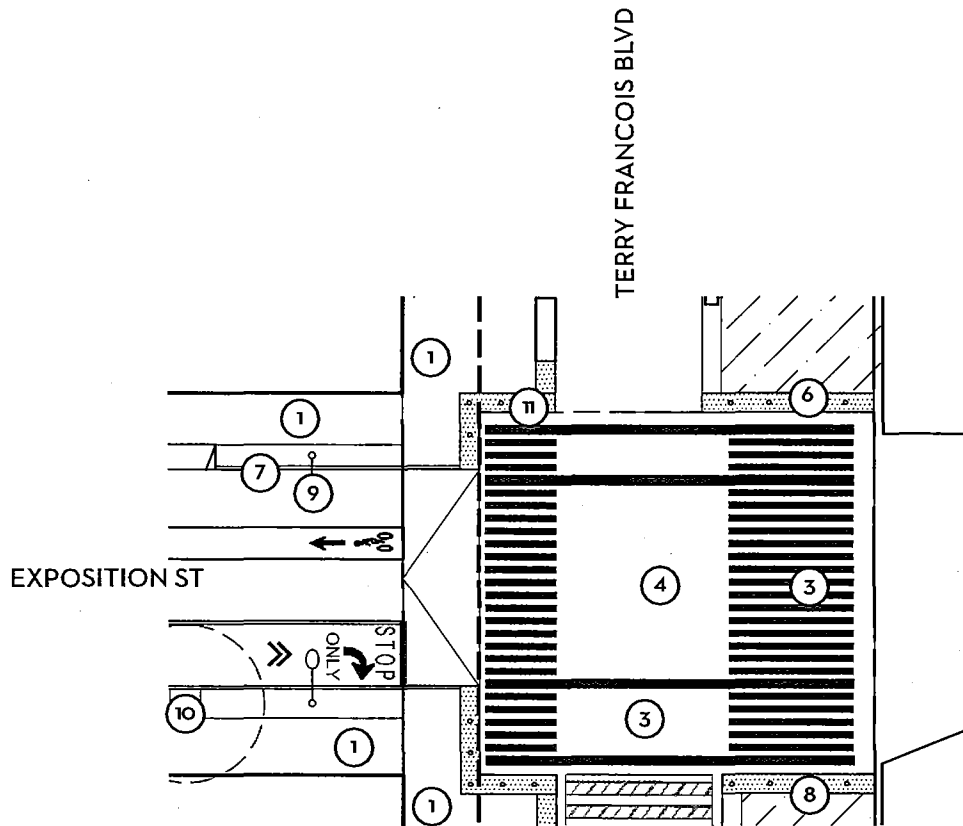


RAISED INTERSECTION / 2-WAY STOP: BRIDGEVIEW STREET AT LONG BRIDGE STREET

- | | |
|--|------------------------------|
| ① Pedestrian Throughway | ⑧ Flush Curb |
| ② Vehicular Travelway | ⑨ Streetlight |
| ③ Crosswalk | ⑩ Street Tree |
| ④ Raised Intersection | ⑪ Bollards |
| ⑤ DPW Standard Curb Ramp | ⑫ Street Furnishing |
| ⑥ DPW Standard Detectable Surface Paving | ⑬ Cycle Track (Raised) |
| ⑦ DPW Standard Curb | ⑭ Bike Lane at Roadway Grade |
| | ⑮ Cycle Track Buffer |



0 30



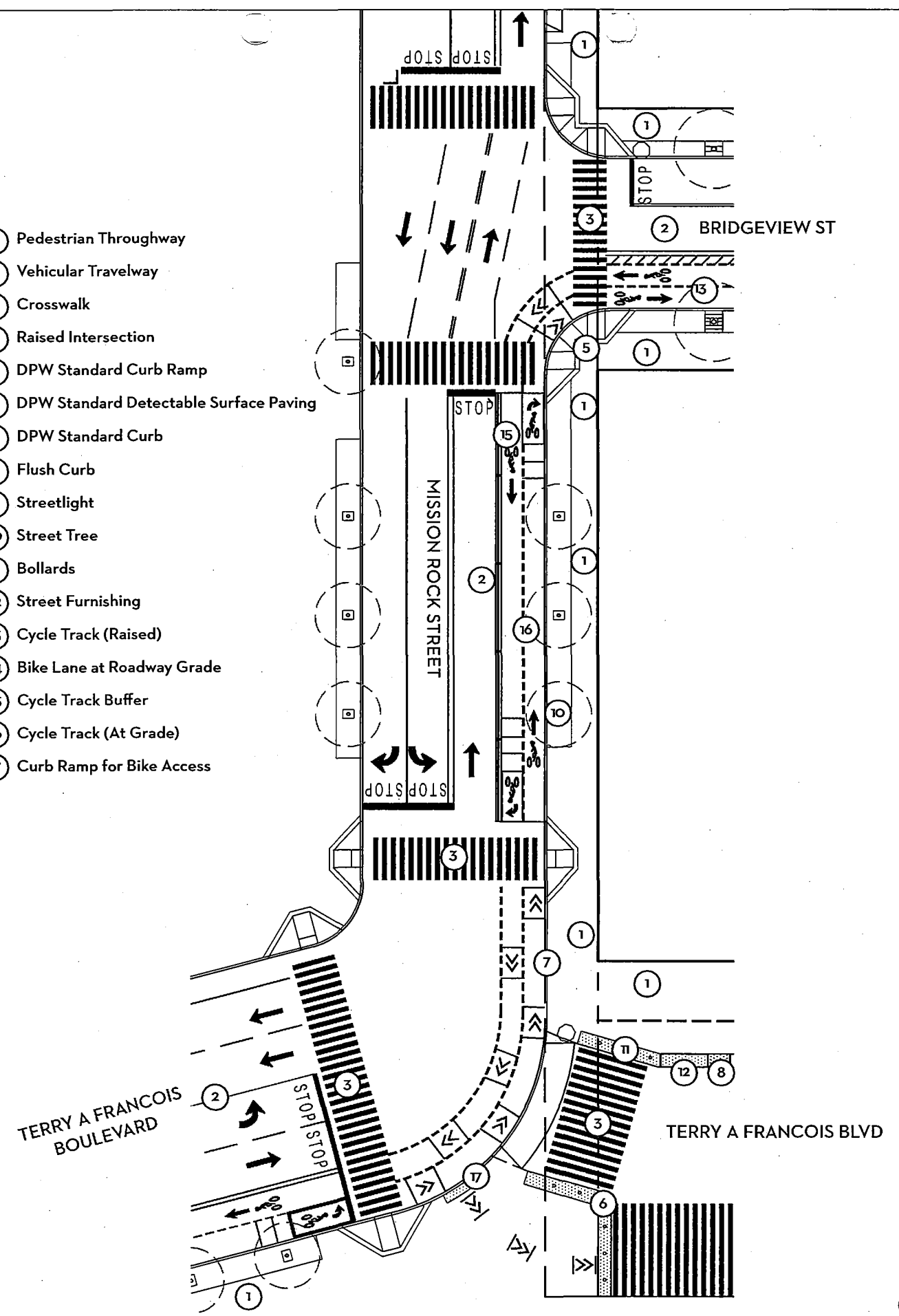
FLUSH INTERSECTION: TERRY FRANÇOIS BOULEVARD AT PIER 48

- | | |
|--|------------------------------|
| ① Pedestrian Throughway | ⑧ Flush Curb |
| ② Vehicular Travelway | ⑨ Streetlight |
| ③ Crosswalk | ⑩ Street Tree |
| ④ Raised Intersection | ⑪ Bollards |
| ⑤ DPW Standard Curb Ramp | ⑫ Street Furnishing |
| ⑥ DPW Standard Detectable Surface Paving | ⑬ Cycle Track (Raised) |
| ⑦ DPW Standard Curb | ⑭ Bike Lane at Roadway Grade |



0 30

- ① Pedestrian Throughway
- ② Vehicular Travelway
- ③ Crosswalk
- ④ Raised Intersection
- ⑤ DPW Standard Curb Ramp
- ⑥ DPW Standard Detectable Surface Paving
- ⑦ DPW Standard Curb
- ⑧ Flush Curb
- ⑨ Streetlight
- ⑩ Street Tree
- ⑪ Bollards
- ⑫ Street Furnishing
- ⑬ Cycle Track (Raised)
- ⑭ Bike Lane at Roadway Grade
- ⑮ Cycle Track Buffer
- ⑯ Cycle Track (At Grade)
- ⑰ Curb Ramp for Bike Access



Source: QMG LANDSCAPE ARCHITECTURE, 07/2016

9. OPEN SPACE AND PARKS

The following describes the phasing of construction of open space and parks in connection with the Development Parcels. Unless specifically identified otherwise in the Section, ownership, maintenance, and acceptance of the open space and park areas will be by the Master Developer or Port, subject to the terms of the DDA.

9.1 Open Space

Open space shall be substantially Completed consistent with the following schedule:

9.1.1 China Basin Park

China Basin Park will be constructed in connection with the adjacent Development Parcels A, G and K, as further described in the associated Public Improvement Agreement(s) (PIA) for such Development Parcels. Construction of China Basin Park, including, without limitation, the portions of the park located between and adjacent to Development Parcels A and G and Development Parcels G and K, may be sequenced in relation to the phasing of such adjacent Development Parcels or to accommodate the need for construction staging or likelihood of site disturbances associated with construction of the adjacent Development Parcels.

9.1.2 Mission Rock Square

Mission Rock Square will be constructed in connection with the adjacent Development Parcels (E and F), as further described in the associated PIAs for such Development Parcels. Construction may be sequenced or adjusted as needed to accommodate construction of adjacent Development Parcels.

9.1.3 The Blue Greenway and the non-pile supported portion of Channel Wharf

The Blue Greenway and the non-pile supported portion of Channel Wharf (as described herein) will be constructed in connection with the construction of the adjacent portion of Terry A Francois Boulevard. The Blue Greenway is within the public street right-of-way of Terry A Francois Boulevard and will be owned and maintained by the Acquiring Agency.

9.1.4 Channel Street

Channel Street will be constructed in connection with the adjacent Development Parcels (B and C) as further described in the associated PIAs for such Development Parcels. Construction may be sequenced or adjusted as needed to accommodate construction of adjacent Development

Parcels. Ownership and maintenance and liability for Channel Street and encroachments thereon shall be addressed as set forth in the ICA or future MOA or MOU.

9.1.5 Channel Lane

Channel Lane will be constructed in connection with the adjacent Development Parcels (I and J) as further described in the associated PIAs for such Development Parcels. Construction may be sequenced or adjusted as needed to accommodate construction of adjacent Development Parcels. Ownership and maintenance and liability for Channel Lane and encroachments thereon shall be addressed as set forth in the ICA or future MOA or MOU.

9.1.6 Pier 48 Apron and the pile supported portion of Channel Wharf

The Pier 48 apron and the pile supported portion of Channel Wharf will be renovated, replaced or constructed in connection with the development of Pier 48. The Pier 48 Apron will be owned, maintained, and accepted by the Port.

FIGURE 9.1: PUBLIC OPEN SPACES

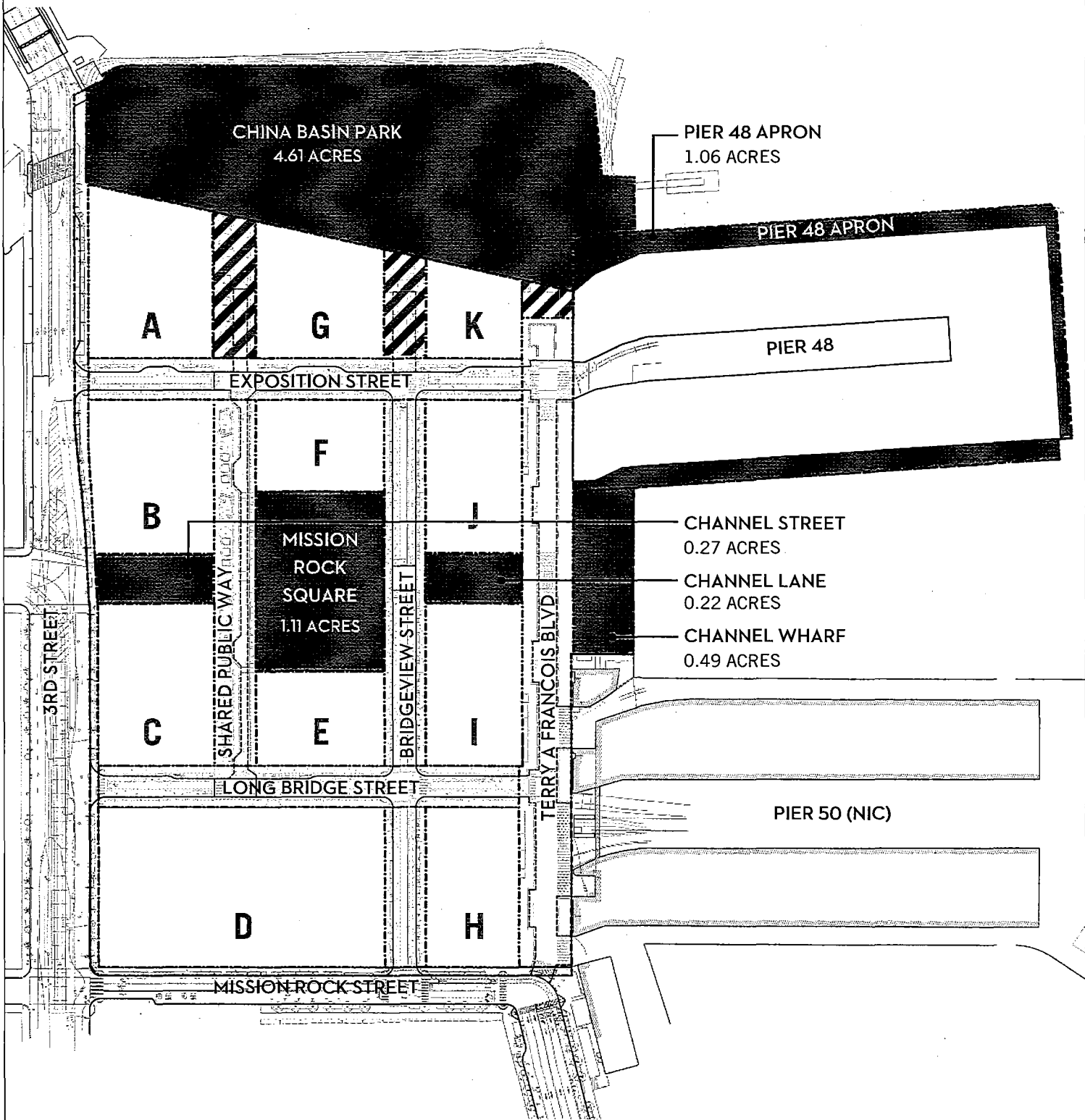

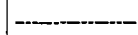


FIGURE 9.1: PUBLIC OPEN SPACES

-  Public Open Spaces
-  Paseo (Open Space within R.O.W.)
- Non-vehicular street connection; accommodates emergency vehicle access. Refer to Section 8.
-  Limit of Work

Source: CMG LANDSCAPE ARCHITECTURE, 07/2016

FIGURE 9.2: PHASING

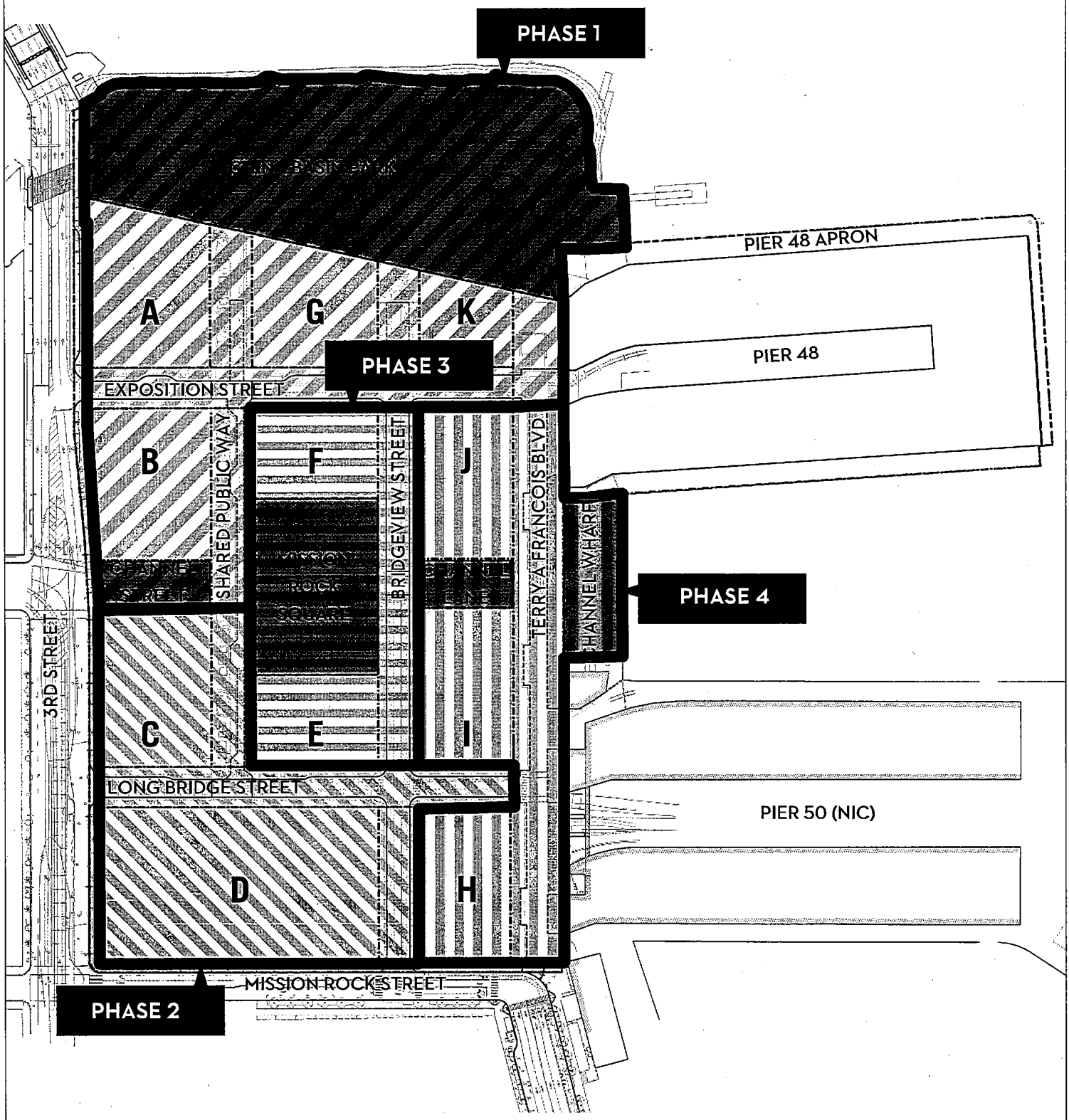


FIGURE 9.2: PHASING

- Public Open Spaces
- Phases of Development



Source: CMG LANDSCAPE ARCHITECTURE, 07/2016

10. UTILITY LAYOUT AND SEPARATIONS

10.1 Utility Systems

The Project proposes to install public utility systems, including the storm drainage system, separated sanitary sewer system, low pressure water (LPW) system, auxiliary water supply system (AWSS), and dry utility systems. Privately owned and maintained systems – district energy, greywater collection– will be installed to promote Project sustainability goals. Non-potable water infrastructure within the street right-of-ways will either be privately or publicly, by the SFPUC, owned or maintained. Ownership, maintenance, and acceptance responsibilities of utility infrastructure will be documented in the DA and DDA.

10.2 Utility Layout and Separation Criteria

Utility main layout and separations will be designed in accordance with the Subdivision Regulations and SFPUC Utility Standards. The Project proposes district energy cooling, non-potable water, and greywater collection systems which have utility separation requirements based on the Subdivision Regulations Diagram 2 and separation requirements provided by ARUP, shown in Appendix H. Utility main separation requirements are presented in Figure 10.1 Horizontal Utility Main Separation Matrix.

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. The proposed LPW system, shown on Figure 11.1, will be a looped system and have three connections to the existing SFPUC LPW system on 3rd Street and Mission Rock Street. The proposed separated sanitary system, shown on Figure 12.1, will have three connections to the existing SFPUC sanitary sewer system on both 3rd Street and Mission Rock Street. The proposed storm drainage system, shown on Figure 13.1, will have four connections to the existing SFPUC storm drain system on 3rd Street, a potential connection to the existing SFPUC storm drain system on Mission Rock Street, a connection to the existing Port outfall at China Basin, and a connection to the existing Port outfall at Channel Wharf, which, if accepted by the SFPUC as part of the Project, will be provided to the SFPUC subject to compliance the SFPUC standards for outfall design. The proposed AWSS, shown on Figure 14.1, will be a looped system a connection to the existing 12-inch AWSS main in 3rd Street at the Exposition Street intersection and to a future SFPUC AWSS main at the intersection of Mission Rock Street and Terry A Francois Boulevard. The district energy plant and infrastructure layout, shown on Figure 15.1, and greywater collection, shown on Figure 15.2 will be centralized at Block A. The bay source system will

be installed in China Basin Park to connect the district energy plant to the Bay. From Block A, District Energy and non-potable water will be provided to all Development Parcels.

10.4 Utility Layout and Clearance Design Modifications and Exceptions

Due to constraints within the Project site, design modifications and exceptions to standard sizing, spacing, and locations of utilities will be requested. A design modification and exception request to utility standards and requirements is subject to the review and approval by the department with authority over each utility. The separated sanitary sewer system, storm drainage system, LPW system, AWSS, and non-potable water system design modifications and exceptions receive authorization per the process outlined in the Subdivision Regulations. Potential locations for the design modifications and exceptions listed in this section are shown in Figure 10.2. Approval of this Infrastructure Plan does not constitute authorization of utility-related design modifications and exceptions.

10.4.1 Utility Main Clearance to Face of Curb

A bulb-out section, approximately 190-feet long, at the intersection of Long Bridge Street and Shared Public Way (SPW) will be provided for traffic calming purposes. The bulb-out reduces the face of curb to face of curb width from 30-feet to 26-feet. The Low Pressure Water main separation to the face of curb is given priority which ultimately reduces the Storm Drain structure to face of curb separation to 0.3-feet from the required 4.5-feet clearance. If the AWSS main is removed from Long Bridge Street, as currently proposed based on recent discussions, 4.5-ft of clearance between the bulb-out and LPW main may be provided and a design modification and exception request would not be required.

SPW will not have a curb, and Terry A Francois Boulevard will utilize flush curbs. The clear street width is 20 feet on SPW, which does not provide adequate width for the horizontal layout of District Energy pipes, a non-potable water main, a LPW main, and a storm drainage main. Thus, the project proposes to locate the storm drainage main underneath the edge of the clear travel way and beneath the linear drainage element. Proposed storm drainage infrastructure would be accepted by the Acquiring Agency with maintenance completed through the HOA fees or CFD funds. If the SFPUC and City do not accept the infrastructure, then the Acquiring Agency will be the Port.

10.4.2 Utility Structure Type and Clearance to Face of Curb

TFB, SPW, and the northern segment of Bridgeview Street will utilize flush curbs in place of City standard curb and gutter design, eliminating feasible installation of City standard curb inlets. To accommodate the Project design approach, a linear drainage element, including but not limited to a valley gutter, inverted crown street, or trench drains, in combination with inlets at low points will be incorporated at or along the flowline to provide drainage. Proposed storm drainage infrastructure would be accepted by the Acquiring Agency with maintenance completed through the HOA fees or CFD funds.

10.4.3 Auxiliary Water Supply System Main within Sidewalk

The street width of Terry A Francois Boulevard is inadequate to provide horizontal clearance for all proposed utility mains within the street pavement. The proposed AWSS main will be located underneath the blue greenway on the east side of Terry A Francois Boulevard, as agreed upon between the developer and the City, SFFD, and SFPUC.

10.4.4 Storm Drain Main and Sanitary Sewer Main Layout Order

Per the Subdivision Regulations, street utility order places the storm drain main closest to the face of curb, then the sanitary sewer main closer to the centerline of the street section. In Terry A Francois Boulevard and Exposition Street, the utility order of the storm drain main and the sanitary sewer main is switched to place the sanitary sewer main closest to the face of curb instead of the storm drain main. This change in layout order provides better alignment with the storm drain connection on 3rd Street and reduces crossing conflicts between the sanitary sewer and storm drain systems.

Figure 10.1 - HORIZONTAL UTILITY MAIN SEPARATION

Utility Separation	Storm Drain	Sanitary Sewer	Sanitary Sewer Force Main	Potable Water (LPW)	Auxiliary Water Supply System	Recycled Water (Private)	Greywater Collection (Private)	District Energy (Private)	Structure Appurtenances of Other Utilities
Face of Curb	6.5' min FOC to CL sewer pipe or structure (Ref 1)	6.5' min FOC to CL sewer pipe or structure (Ref 1)	3.5' clear to OD (assumed from Ref 1)	4.5' clear to OD (Ref 4, see Note 1)	4.5' clear to OD (assumed from Ref 4, see Note 1)	4.5' clear to OD (assumed from Ref 4, see Note 1)	6.5' min FOC to CL greywater pipe or structure (Ref 1)	Street w/ CB: 4' clear to OD (assumed from Ref 1) Street w/o CB: 1' clear to OD (assumed from Ref 3)	---
Catch Basin	6" clear CB to MH, 1' clear to OD (Ref 1)	6" clear CB to MH, 1' clear to OD (Ref 1)	6" clear CB to utility structure, 1' clear to OD (Ref 1)	6" clear CB to utility structure, 1' clear to OD (Ref 1)	6" clear CB to utility structure, 1' clear to OD (Ref 1)	6" clear CB to utility structure, 1' clear to OD (Ref 1)	6" clear CB to utility structure, 1' clear to OD (Ref 1)	6" clear CB to utility structure, 1' clear to OD (Ref 1)	1' min clear OD to outside of structure
Storm Drain	---	3.5' min clear OD to OD (assumed from Ref 1)	3.5' min clear OD to OD (assumed from Ref 1)	4' clear OD to OD (Ref 2)	3.5' clear to OD (assumed from Ref 1)	3.5' clear to OD (assumed from Ref 1)	3.5' clear to OD (assumed from Ref 1)	3.5' clear to OD (assumed from Ref 1)	1' min clear OD to outside of structure
Sanitary Sewer	---	---	3.5' min clear OD to OD (assumed from 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)	3.5' min clear OD to OD (assumed from Ref 1)	3.5' min clear OD to OD (assumed from Ref 1)	1' min clear OD to outside of structure
Sanitary Sewer Force Main	---	---	---	10' min clear OD to OD (Ref 2)	3.5' min clear OD to OD (assumed from Ref 1)	3.5' min clear OD to OD (assumed from Ref 1)	3.5' min clear OD to OD (assumed from Ref 1)	3' min clear OD to OD (assumed from Ref 1)	1' min clear OD to outside of structure
Potable Water (LPW)	---	---	---	---	4' clear OD to OD (Ref 1 & 2)	4' clear OD to OD (Ref 1 & 2)	10' clear OD to OD (Ref 2)	4' clear OD to OD (assumed from Ref 1 & 2)	1' min clear OD to outside of structure
Auxiliary Water Supply System	---	---	---	---	---	3' clear to outside pipe (Ref 1)	3' clear to outside pipe (assumed from Ref 1)	3' min clear OD to OD (assumed from Ref 1)	1' min clear OD to outside of structure
Recycled Water	---	---	---	---	---	---	3' clear to outside pipe (assumed from Ref 1)	3' min clear OD to OD (assumed from Ref 1)	1' min clear OD to outside of structure
Greywater Collection	---	---	---	---	---	---	---	3' min clear OD to OD (assumed from Ref 1)	1' min clear OD to outside of structure
Structure Appurtenances of Other Utilities	---	---	---	---	---	---	---	---	2' min clear outside of structure to outside of structure

References

- 1 SFPUC Subdivision Regulations Diagram No. 2 Minimum Utilities Separation for Wastewater and Water - Separate Sewer System (dated October 2014)
- 2 CA Code of Regulations Title 22 Section 64572
- 3 District Energy Separations Per ARUP Detail Mission Rock Typical Trench Sections District Energy (dated 01/12/2016), see Appendix H of Infrastructure Report
- 4 SFPUC Drawing CDD-001 Standard Layout for Potable and Recycled Water Distribution Main Installation (dated Nov 2015)

Notes

- 1 Due to street width constraints LPW clearance to Face of Curb reduced but not less than 4' clear (SPW & Long Bridge)
- 2 Storm drain and sanitary sewer structures include manhole structures. Horizontal distances shall be measured from largest OD of manhole barrel.

Abbreviations

- | | | |
|--------------------|---------------------------------|---------------|
| CB - Catch Basin | MH - Manhole | w/ - with |
| CL - Centerline | MIN - Minimum | w/o - without |
| FOC - Face of Curb | OD - Outside Diameter (of Pipe) | |

11. LOW PRESSURE WATER SYSTEM

11.1 Existing Low Pressure Water System

Potable water service is provided by a water supply, storage, and distribution system operated by the SFPUC. Existing LPW system infrastructure surrounds the site on Terry A Francois Boulevard (12-inch), 3rd Street (12-inch), and Mission Rock Street (12-inch). Fire hydrants and Piers 48 and 50 are serviced through the existing waterline in Terry A Francois Boulevard.

11.2 Existing SFPUC System Capacity

Based on the report, "Computer Modeling and Analysis of the Low Pressure Water System, Mission Bay Development" by Winzler & Kelly dated May 2000 (2000 LPW Report), the existing mains along 3rd Street, Mission Rock Street, and Terry A Francois Boulevard will have adequate capacity to support the Development and do not require replacement. Fire hydrant pressure and flow data from field tests of existing SFPUC hydrants adjacent to the project site will be used to verify the 2000 LPW report assumptions. This field data will be incorporated into the LPW water model and will be included as part of the Low Pressure Water Master Utility Plan (LPWMP).

11.3 Proposed Low Pressure Water System

11.3.1 Project Water Supply

The Project has been accounted for in the SFPUC's latest City-wide demand projections provided in its 2013 Water Availability Study¹ and the Water Supply Assessment prepared for and approved by the SFPUC in January 2017. As concluded previously, the Project would not require major expansions of the existing water system.

11.3.2 Project Water Demands

The Project water demands are identified in Table 11.1 below. The LPWMP will outline the Project's methods used for calculating the flow demands. The Project proposes bay source cooling, which provides significant water savings by reducing the quantity of cooling towers for the Project; however, the WSA assumed that each development parcel would incorporate independent heating and cooling systems, resulting in larger water demands than those assumed in Table 11.1

¹ <http://www.sfwater.org/modules/showdocument.aspx?documentid=4168>

**Table 11.1
Project Water Demands**

Scenario	Demand (gpm)
Domestic Average Day Demand (ADD)	450
Maximum Day Demand (MDD) (includes peaking factor of 1.6)	721
Peak-Hour Demand (PHD) (includes peaking factor of 2.4)	1,081
Required Fire-Flow	1,875
Maximum Demand (Max Day Demand + Required Fire-Flow)	2,596

11.3.3 Project Water Distribution System

The LPW system will be designed and constructed by the Developer, then owned and operated by the Acquiring Agency upon completion of construction and acceptance of the improvements. The proposed LPW system is identified schematically in Figure 11.1. Along 3rd Street, two new LPW connections are proposed at Exposition Street and Long Bridge Street to provide an on-site looped system. The proposed domestic water supply and fire protection system is anticipated to consist of 12-inch ductile iron pipe mains, LPW fire hydrants, valves and fittings, and appurtenances. The LPW infrastructure will be located within the paved area of the street such that the outside wall of a potable water pipe is a minimum of 4.5-feet clear from the face of curb and a minimum of 5-feet clear from the center of proposed tree trunks. A portion of the existing LPW system in Mission Rock Street between Terry A Francois Boulevard and proposed Bridgeview Street may require relocation to accommodate bicycle infrastructure coordinated with the SFMTA.

Vertical and horizontal separation distances between adjacent separated sewer systems, LPW infrastructure, and dry utilities will conform to the requirements outlined in Title 22 of the California Code of Regulations, the State of California Department of Health Services Guidance Memorandum 2003-02, and the Subdivision Regulations. Refer to the Typical Utility Section (Figure 11.2) for depth and relationship to other utilities. Required disinfection and connections to new mains will be performed by the SFPUC at the Developer's cost. Cathodic protection to be provided as required by the SFPUC. Based on a cathodic protection analysis, cathodic protection is to be completed during the Development Phase of the project.

11.3.4 Low Pressure Water Design Criteria

The proposed LPW system is required to maintain a minimum pressure of 20 psi and a maximum velocity of 12 fps during a Maximum Day Demand and maintain a minimum pressure of 40 psi and a maximum velocity of 8 fps during a Peak Hour Demand. The Project LPW system will be modeled in the LPWMP to confirm the on-site system infrastructure will meet pressure and flow requirements.

11.3.5 Proposed Fire Hydrant Locations

As shown on Figure 11.3, proposed on-site and off-site fire hydrants have been located at a maximum radial separation of 300-feet between hydrants. In addition, building fire department connections will be located within 100-feet of a fire hydrant. Final hydrant locations are subject to the approval of the SFFD, SFPUC, and will be located outside of the curb returns per DPW Order 175,387. If fire hydrants are required by SFFD within the curb returns to meet SFFD requirements, the Project will work with the SFPUC and SFDPW to request an exception per Sections VI and VII of DPW Order 175,387 to accommodate the SFFD. Fire hydrants shall not be located within landscape or bioretention areas and must have a paved direct path leading to the adjacent access road.

11.4 Phases for Low Pressure Water System Construction

The Developer will design and install the new LPW system based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the DA, DDA and ICA. The amount and location of the proposed LPW systems installed will be the minimum necessary to support the Development Phase. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Interim LPW systems will be owned, constructed, and maintained by the Developer as necessary to maintain existing LPW facilities impacted by proposed Development Phases, unless the SFPUC agrees to maintain interim facilities at the Developer's cost.

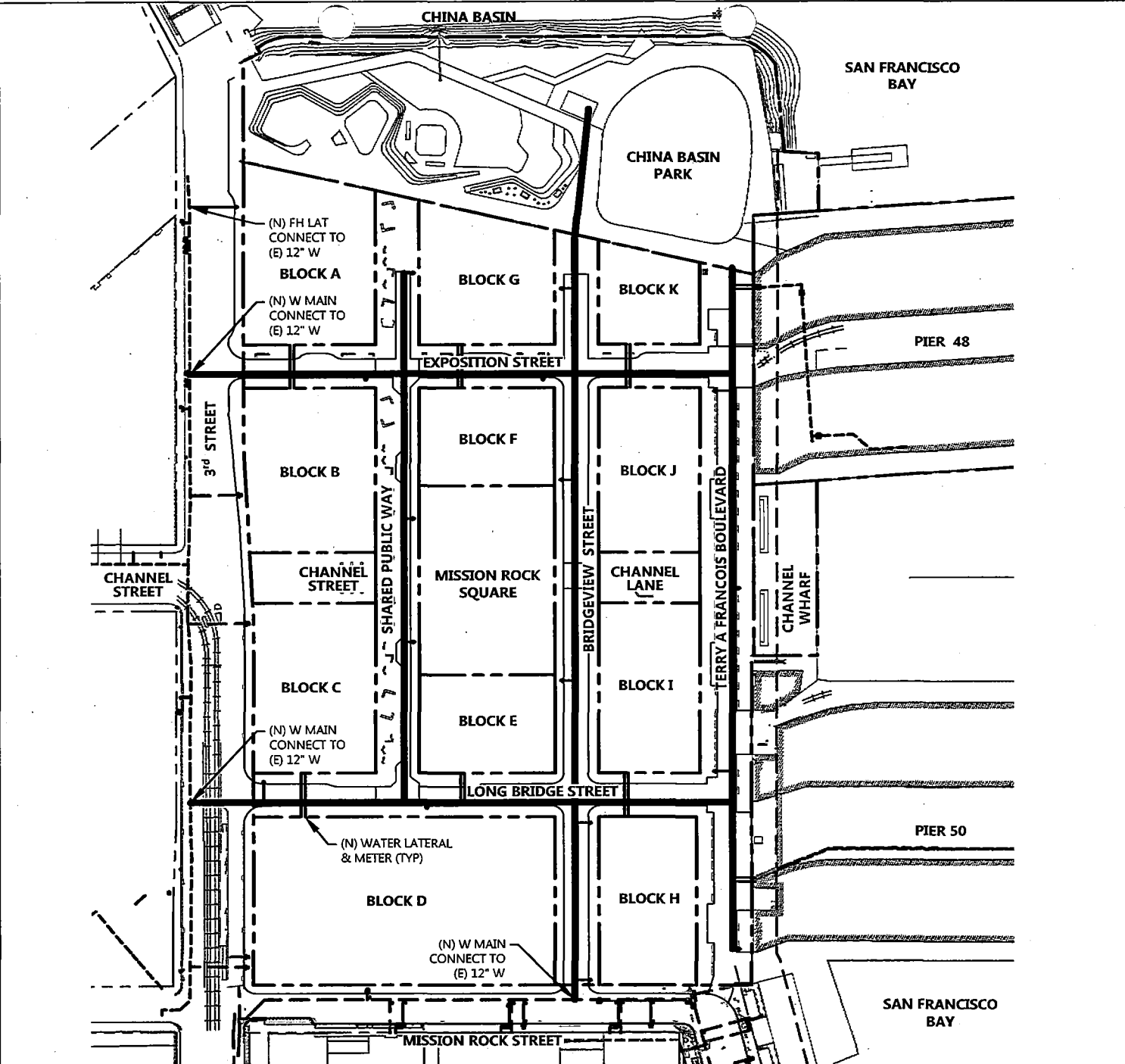
The SFPUC will be responsible for ownership and maintenance of existing SFPUC-owned LPW facilities. The Acquiring Agency will own and maintain the proposed LPW facilities once construction of the

horizontal improvements required for a Development Phase or a new LPW facility is complete and accepted by the Acquiring Agency. The Developer will be responsible for mitigating impacts to improvements installed with previous Project Development Phase(s) due to the designs or construction of current or future Development Phases, which will be addressed prior to approval of the construction drawings for the current or future Development Phase. For each Development Phase and concomitant with the submittal of Improvement Plans, the Developer will provide a phase-specific LPW Utility Report describing and depicting all existing LPW infrastructure to remain and demonstrating that the Development Phase will provide the required pressures and flow to the standards of the Acquiring Agency.

11.4.1 Existing Low Pressure Water System Demolition Phasing

The existing SFPUC-owned LPW system adjacent to the site along 3rd Street and Mission Rock Street will remain. The existing on-site 12-inch LPW main loops through Terry A Francois Boulevard connecting 3rd Street at the Lefty O'Doul Bridge to Mission Rock Street. The portion of this main along the frontage of Pier 48 and Pier 50 will remain to provide the piers service. This main will then be replaced with a 12-inch main connected to the Mission Rock LPW system during the redevelopment of Terry A Francois Boulevard. New connections will be made to Pier 48 and Pier 50 branching from the new LPW main.

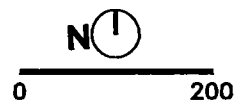
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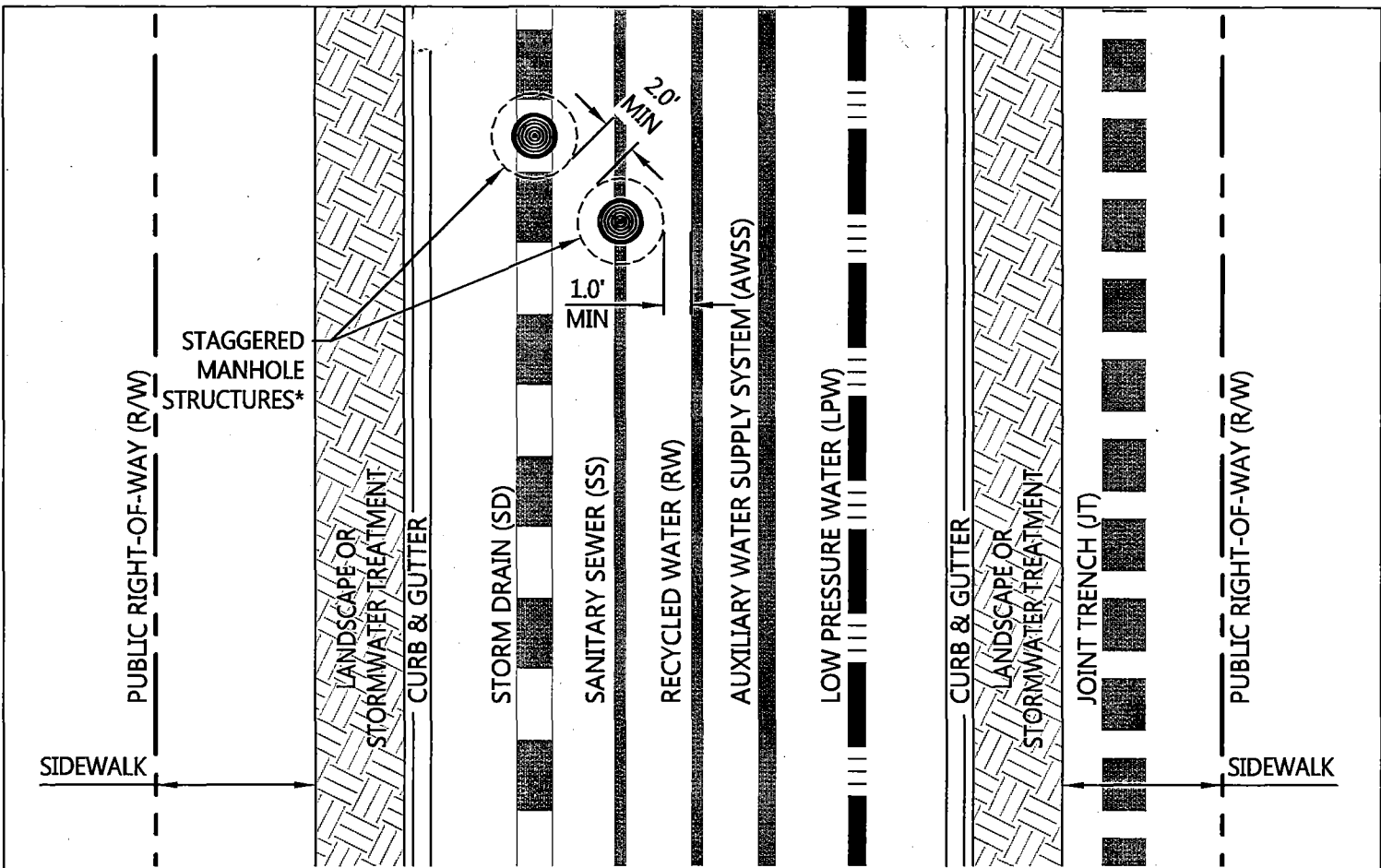
LEGEND

- PROPOSED PARCEL LINE
- - - EXISTING PARCEL LINE
- - - EXISTING WATER LINE
- PROPOSED WATER LINE (12" DIP)
- PROPOSED WATER LATERAL

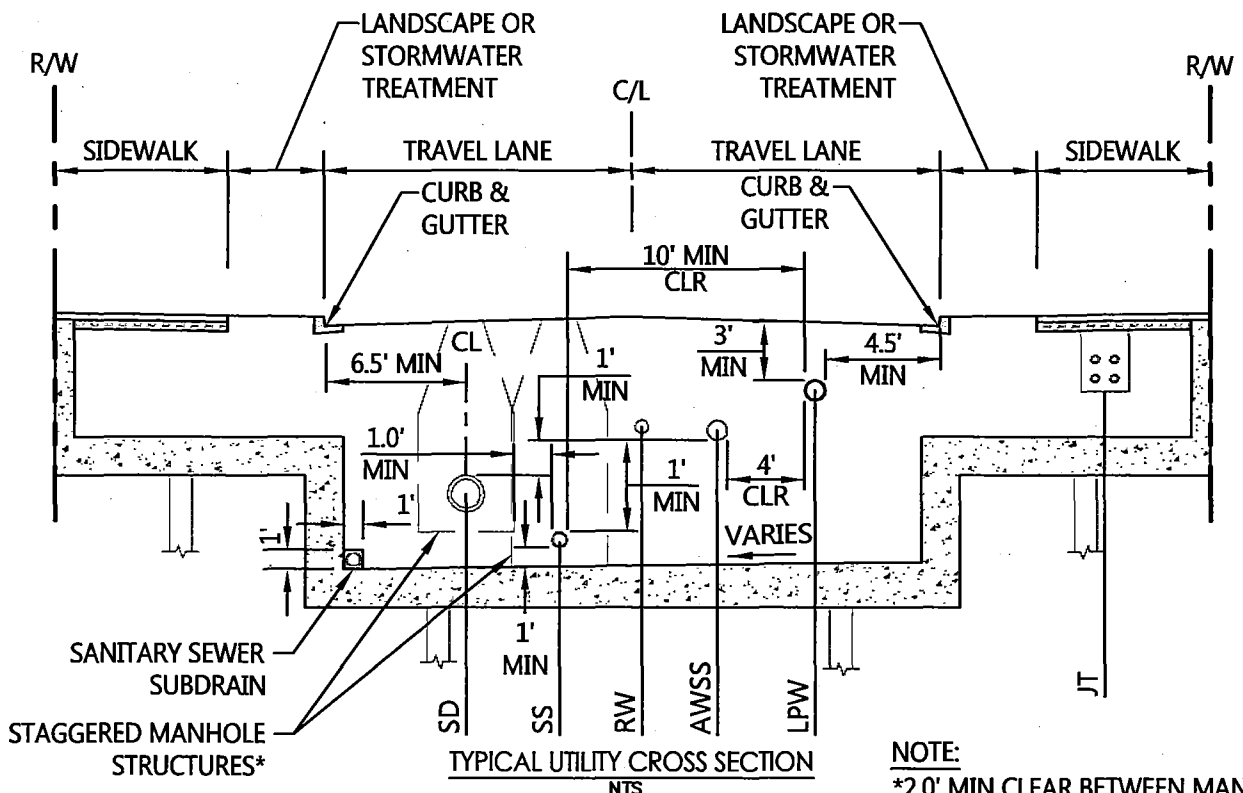
Source: BRK ENGINEERS, 07/2016



DRAWING NAME: \\pki-se\vol14\2008\080009_Mission Rock\ENG\Exhibits\Infrastructure Plan Exhibit\Plotted Sheets\Figure 11.2_14.2 Typical Utility Section.dwg
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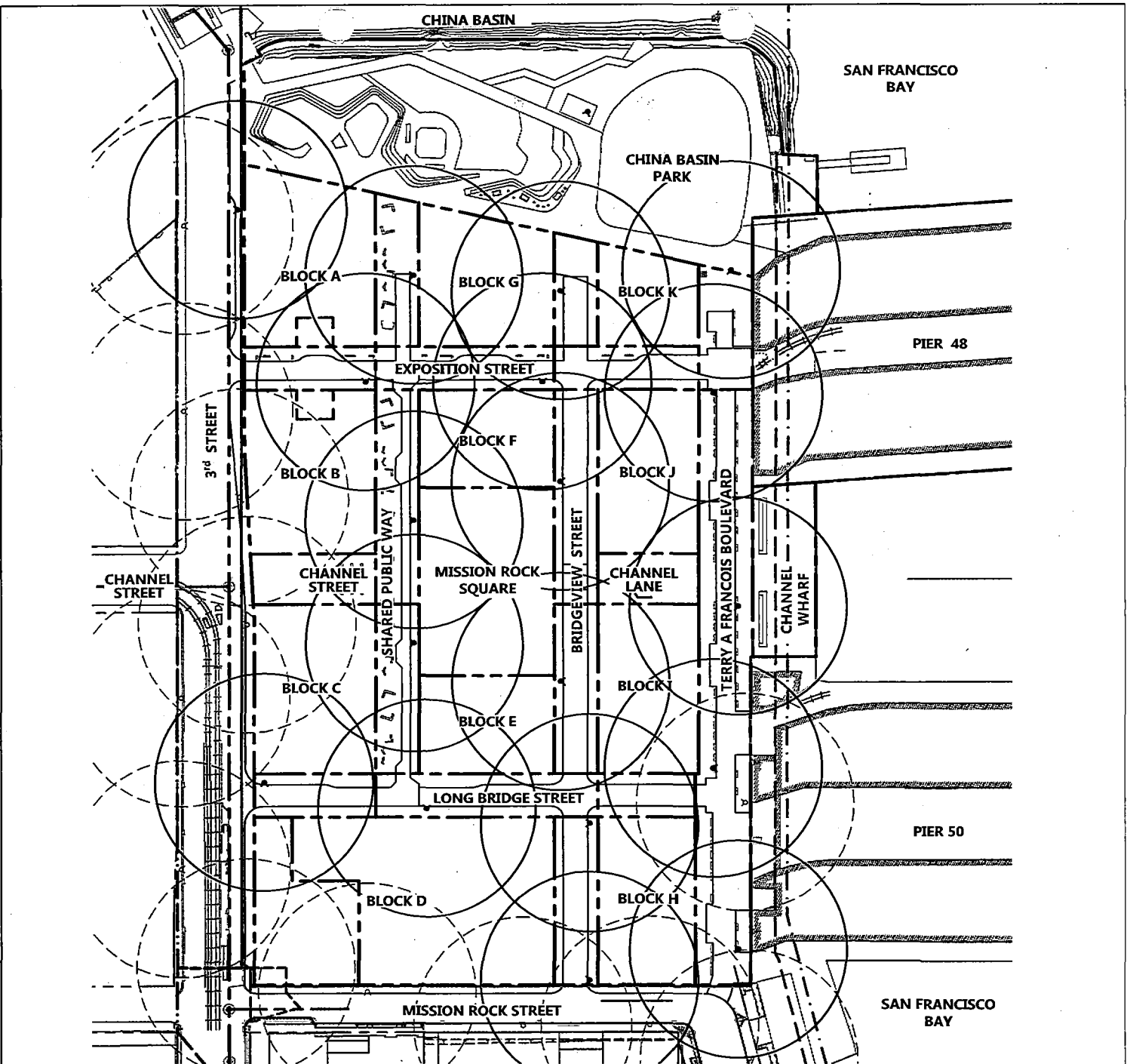
TYPICAL STREETS
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TYPICAL UTILITY CROSS SECTION
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NOTE:
 *2.0' MIN CLEAR BETWEEN MANHOLE STRUCTURES, 1.0' MIN CLEAR FROM PIPE OD TO OUTSIDE MANHOLE STRUCTURE

DRAWING NAME: \\BKF-1\1\4\2008\080006_Mission_Rock\ENG\Exhibits\Infrastructure_Plan_Exhibits\Plotted_Sheets\Figure_11.3_Conceptual_Fire_Hydrant_Locations.dwg
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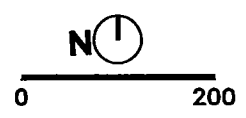
LEGEND

- PROPOSED PARCEL LINE
- - - EXISTING PARCEL LINE
- ▼ PROPOSED LPW FIRE HYDRANT
- ⊕ EXISTING LPW FIRE HYDRANT
- PROPOSED FIRE HYDRANT COVERAGE 150' RADIUS
- EXISTING FIRE HYDRANT COVERAGE 150' RADIUS

ABBREVIATIONS

LPW LOW PRESSURE WATER

Source: BKF ENGINEERS, 07/2016



12. SANITARY SEWER SYSTEM

12.1 Existing Sanitary Sewer System

The existing uses of the site include a parking lot and China Basin Park. Although the site does not have existing sanitary sewer facilities, an existing sewer lateral off of Channel Street and 3rd Street was capped after two existing industrial buildings were demolished to build the parking lot.

The existing sanitary sewer infrastructure along the south and west side of the Project site has a separated sewer system. On the east side of the Project, Pier 48 and Pier 50 are served by a 15-inch sanitary storm sewer main that drains to the south within Terry A Francois Boulevard. Sanitary flows within Terry A Francois Boulevard are conveyed to a low spot in the main just south of the intersection at Mission Rock Street where there is an existing sanitary sewer pump station (Port SSPS) owned and maintained by the Port of San Francisco. A 6-inch force main from the Port SSPS at this location lifts sanitary flows into a 12-inch gravity sewer main within Mission Rock Street and is conveyed west into a 15-inch main as it reaches 3rd Street.

Existing separated sanitary sewer facilities within 3rd Street include an 8-inch main north of Channel Street which connects into a 21-inch main in between Channel Street and Mission Rock Street. The flows from the 21-inch main in 3rd Street and the 15-inch main in Mission Rock Street converge at the intersection of 3rd Street and Mission Rock Street and are conveyed through gravity sewer mains to Sanitary Sewer Pump Station #3 at Park 15 and ultimately conveyed to the San Francisco Southeast Treatment Plant prior to treatment and discharge to the Bay.

12.2 Proposed Sanitary Sewer System

12.2.1 Proposed Sanitary Sewer Demands

The Project sanitary sewer demands conservatively assume 95% return on potable water demands and 100% return on recycled water demands for ADD, resulting in an Average Daily Dry Weather Flow (ADWF) of approximately 312,668 gallons per day (gpd) or 217 gallons per minute (gpm) over 24-hours. Including an infiltration rate of 0.003 cubic feet per second per acre and applying a peaking factor of 3, the Project is anticipated to generate a Peak Wet Weather Flow (PWWF) of 978 gallons per minute (gpm). The Project's methods for calculating the flow demands will be outlined in the Sanitary Sewer Master Utility Plan (SSMP).

12.2.2 Proposed Sanitary Sewer Capacity

Sanitary sewer models for the Project have been developed to confirm the sanitary sewer system designs and capacity, and will be included in the SSMP. The Project proposes to direct all new sanitary sewer flows, with the exception of Block H & Block I, to the existing 21-inch sanitary sewer main in 3rd Street. Capacity of the existing 21-inch sanitary sewer main in 3rd Street is adequate to serve these demands, which is accounted for in the Mission Bay Master Plan. Block H & Block I sanitary sewer demands will be directed to the existing 12-inch sanitary sewer main in Mission Rock Street. An analysis of the impacts of the Project demands on the existing upstream and downstream infrastructure will be reviewed as part of the SSMP approval process.

The Project proposes to utilize the existing Port SSPS at the corner of Terry A Francois Boulevard and Mission Rock Street to continue serving the existing demands from Pier 48 and Pier 50 which amount to 96 gpm or 138,660 gpd under ADWF conditions and 315 gpm under PWWF conditions. This flow is within the conditions accounted for in the Mission Bay Master Plan. No additional flow resulting from the Project will be directed to the existing Port SSPS at the corner of Terry A Francois Boulevard and Mission Rock Street.

12.2.3 Proposed Sanitary Sewer Design Basis

The proposed sanitary sewer system will be designed in accordance with the City Subdivision Regulations and SFPUC wastewater utility standards. The design basis will be described in greater detail as part of the SSMP.

12.2.4 Proposed Sanitary Sewer Design Criteria

The proposed separated sewer system is intended to convey sanitary sewer flow from the Project. The physical and capacity design criteria for the sanitary sewer system are presented in Table 12.1.

Table 12.1

Mission Rock Separated Sewer Main Design Criteria

Parameter	Criteria/Value
Pipe material for pipe sizes 6-inch to 21-inch inside diameter	VCP (ASTM C-700 Extra Strength) HDPE with special approval from SFDPW and SFPUC
Manhole spacing	300-feet preferred 350-feet maximum (subject to approval of SFPUC)
Minimum depth of cover for mains	6-feet minimum unless otherwise approved by the SFPUC on a case-by-case basis
Minimum flow velocity (<i>average dry weathersanitary flow</i>)	2 fps
Minimum infiltration intensity	0.003 second feet per acre
Manning's n (roughness coefficient) for proposed pipes	VCP: 0.013 HDPE: 0.010
Maximum Pipe Flow Depth Ratio, d/D (<i>average dry weather sanitary flow</i>)	0.50
Maximum Pipe Flow Depth Ratio, d/D (<i>peak wet weather sanitary flow</i>)	0.8
Sewer Generation ⁽¹⁾	Residential: 54 GPD / capita Commercial/Retail: 0.1 GPD / SF

TABLE 12.1 NOTES:

⁽¹⁾ Assumes 95% return on potable water and 100% return on non-potable water based on until demands from the "Treasure Island, Technical Memorandum, Potable Water" dated April 1, 2016. Sewer generation value subject to SFPUC review and approval in the Master Utility Plan.

VCP = Vitrified Clay Pipe

fps = feet per second

d/D = ratio of the depth of flow (d) to the pipe inside diameter (D)

12.2.5 Proposed Sanitary Sewer Collection System

The proposed sanitary sewer system is identified schematically on Figure 12.1. The sanitary sewer system will be designed and constructed by the Developer. Sanitary sewer designs will be reviewed and approved by the Acquiring Agency. Upon construction completion and improvement acceptance by the Acquiring Agency, the new sanitary sewer system will be maintained and owned by the Acquiring Agency. The proposed system will include sanitary sewer

laterals connected to a new system of 8-inch to 12-inch gravity sanitary sewer mains and a force main downstream of the proposed sanitary sewer pump station.

In addition, a new sanitary sewer pump station for dedication to the SFPUC is proposed adjacent to Exposition Street in either Block A or Block B. An easement, MOU, and/or separate agreement will be recorded for SFPUC facilities on Vertical Development parcels on Port property, including provisions for maintenance access.

The development will connect to the existing sanitary sewer main on 3rd Street at two locations. It is anticipated that the proposed sanitary sewer flows along Exposition Street will be discharged to an existing manhole at the intersection of 3rd Street and Exposition Street by a sanitary sewer force main. The proposed pump station for this sanitary sewer force main will be located in either Block A or Block B. The proposed sanitary sewer flows from Long Bridge Street will connect to existing sanitary sewer main on 3rd Street at a new SFPUC manhole structure.

The remaining proposed development flows from Block H & Block I will be collected by a sanitary sewer main in Bridgeview Street and discharge to the existing sanitary sewer main in Mission Rock Street at a new SFPUC manhole structure.

Consistent with the existing condition, the flows from Pier 48 and Pier 50 will connect to the new sanitary sewer main in Terry A Francois Boulevard and discharge to the existing Port SSPS at the intersection of Terry A Francois Boulevard and Mission Rock Street.

See Figure 12.2 for a typical utility cross-section identifying the approximate sanitary sewer system depth and its horizontal relationship to other adjacent utilities.

12.2.6 Structured Street Drainage

Due to geotechnical constraints, the Project will provide structured street sections which will require subdrains to prevent accumulation of water on the structured street. Subdrains, where required based on the final design of the structured streets, will be provided within the structured streets and open space areas to prevent accumulation of water and will drain via a gravity connection or through a sump pump and force main to the sanitary sewer system. Where a

subdrain is required, a sand trap will be installed in advance of the connection of the SFPUC sanitary sewer main. Ownership, maintenance and acceptance of the subdrains and/or sump pumps will be by the Acquiring Agency subject to the DA, DDA, ICA, or separate MOA or MOU.

12.3 Design Modifications and Exceptions

Proposed pipe slopes and cover are constrained within the Project by the existing adjacent sanitary sewer system infrastructure. The existing adjacent sanitary sewer system does not have adequate depth or cover to provide Subdivision Regulation compliant pipe cover. A minimum cover of 6-feet will be provided on top of mains within public streets, where less than 6-ft of cover is provided, a design modification and exception request for a reduced cover depth of up to 3-feet will be submitted for approval by the Director of Public Works with the consent of the SFPUC during the construction document approval process. Anticipated locations where a design modification and exception requests for reduced pipe cover are shown on Figure 12.3.

With the cover and slope constraints, VCP sanitary sewer mains will not provide adequate flow velocities or capacities. To provide the minimum flow velocity of 2 fps and sufficient flow capacity with the limited available pipe slopes, the Project proposes to install fusion-welded high density polyethylene (HDPE) pipe SDR-17 or better. The HDPE pipe has less friction than VCP and will provide adequate flow velocities and flow capacities. HDPE pipe will be flex tested using Mandrel test. Design modification and exception requests to allow HDPE pipe are subject to the approval of the Director of Public Works with the consent of the SFPUC.

Vertical and horizontal separation distances between adjacent sanitary sewer system, storm drain system, 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. As shown in Figure 12.2 and described in Section 10, the sanitary sewer mains are proposed to be offset from the center of the street to ensure that adjacent water lines can be placed outside of the proposed bulb-outs while maintaining the required health code separation clearances. Horizontal clearances for proposed sanitary sewer infrastructure are provided in the Section 10 Utility Layouts and Separations. Design modification and exception requests to allow for alternative pipe locations are subject to the approval of the Director of Public Works with the consent of the SFPUC.

12.4 Phases for Sanitary Sewer System Construction

The Developer will design and install the new sanitary sewer system based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the DA, DDA and ICA. The amount and location of the proposed sanitary sewer systems 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 Infrastructure necessary to support the proposed Development Phase will be designed and constructed by the Developer. Interim sanitary sewer systems connecting to SFPUC or Port owned infrastructure will be owned, constructed and maintained by the Developer as necessary to maintain existing sanitary sewer facilities impacted by proposed Development Phases. The Developer will own and maintain interim facilities, as required, until completion of the Development Phase or until the infrastructure is no longer functionally required and has been removed.

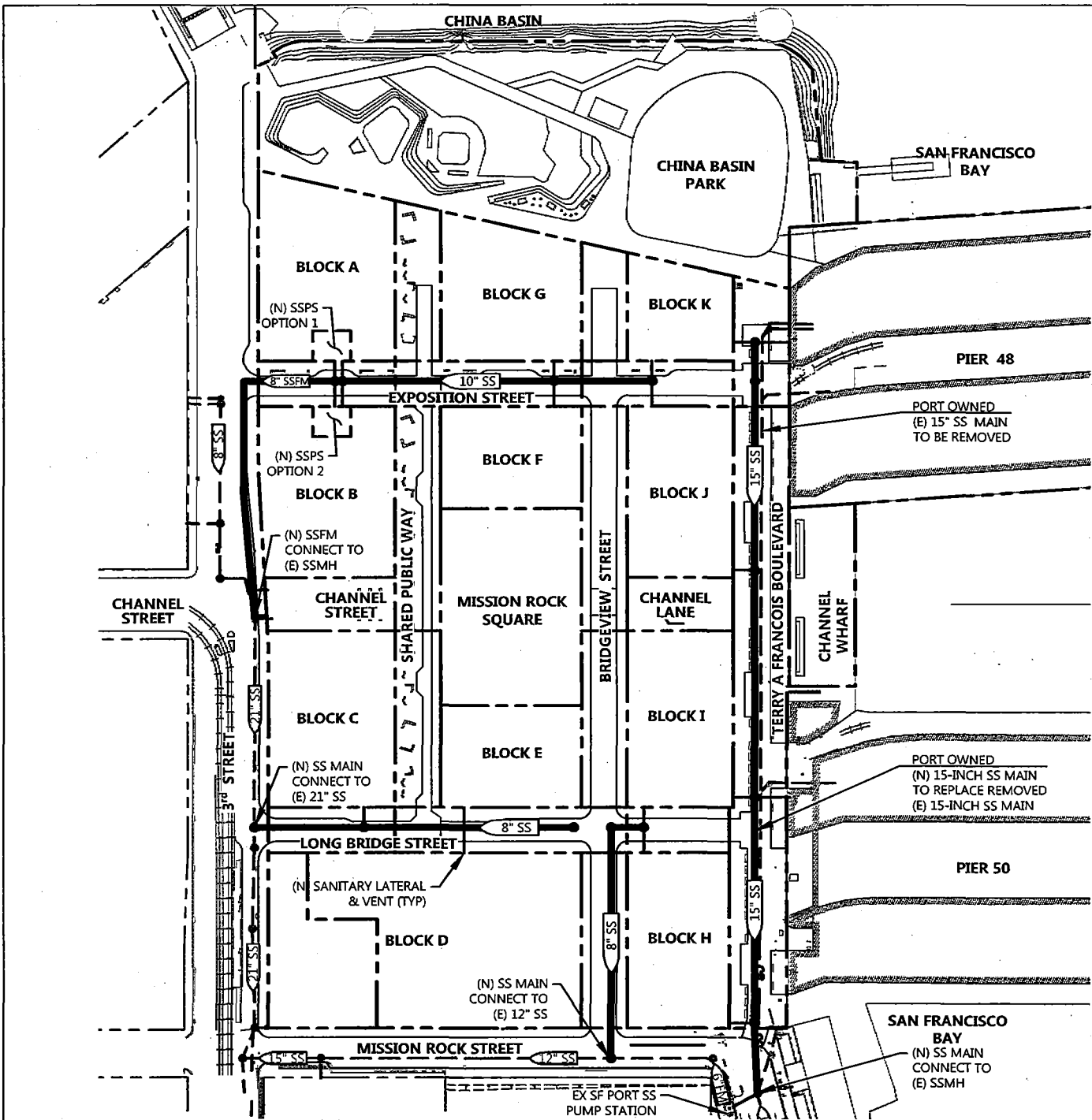
The Port and City are responsible for maintenance of the existing Port and City sanitary sewer facilities, respectively. The Acquiring Agency will be responsible for the proposed sanitary sewer system once construction of the horizontal improvements for Development Phase or new sanitary sewer system is complete and accepted by the Acquiring Agency. The Developer will be responsible for mitigating impacts to Infrastructure installed with previous Development Phases of the Project due to the designs or construction of new Development Phases and will be addressed prior to approval of the construction drawings for the new Development Phase. Pipes and manholes adjacent to a new Development Phase must undergo inspection before and after construction of the new Development Phase. For each Development Phase and concomitant with the submittal of construction documents, the Developer will provide a phase-specific Sanitary Sewer System Utility Report describing and depicting the existing and proposed sanitary sewer infrastructure, and demonstrating that the Development Phase will provide sanitary sewer infrastructure capable of serving the Development Phase to the standards of the Acquiring Agency.

12.4.1 Existing Sanitary Sewer System Demolition Phasing

The existing sanitary sewer system adjacent to the site along 3rd Street and Mission Rock Street will remain. The existing on-site 15-inch combined sewer main is located in Terry A Francois Boulevard east of Seawall Lot 337 and connects to the existing sanitary sewer manhole at the

intersection of Mission Rock Street and Terry A Francois Boulevard. The portion of this main that along the frontage of Pier 48 and Pier 50 will remain to provide service to the Piers. This main is proposed to be replaced with a 12-inch separated sanitary sewer system during the redevelopment of Terry A Francois Boulevard. New connections will be provided to Pier 48 and Pier 50 branching from the new main.

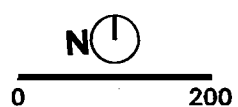
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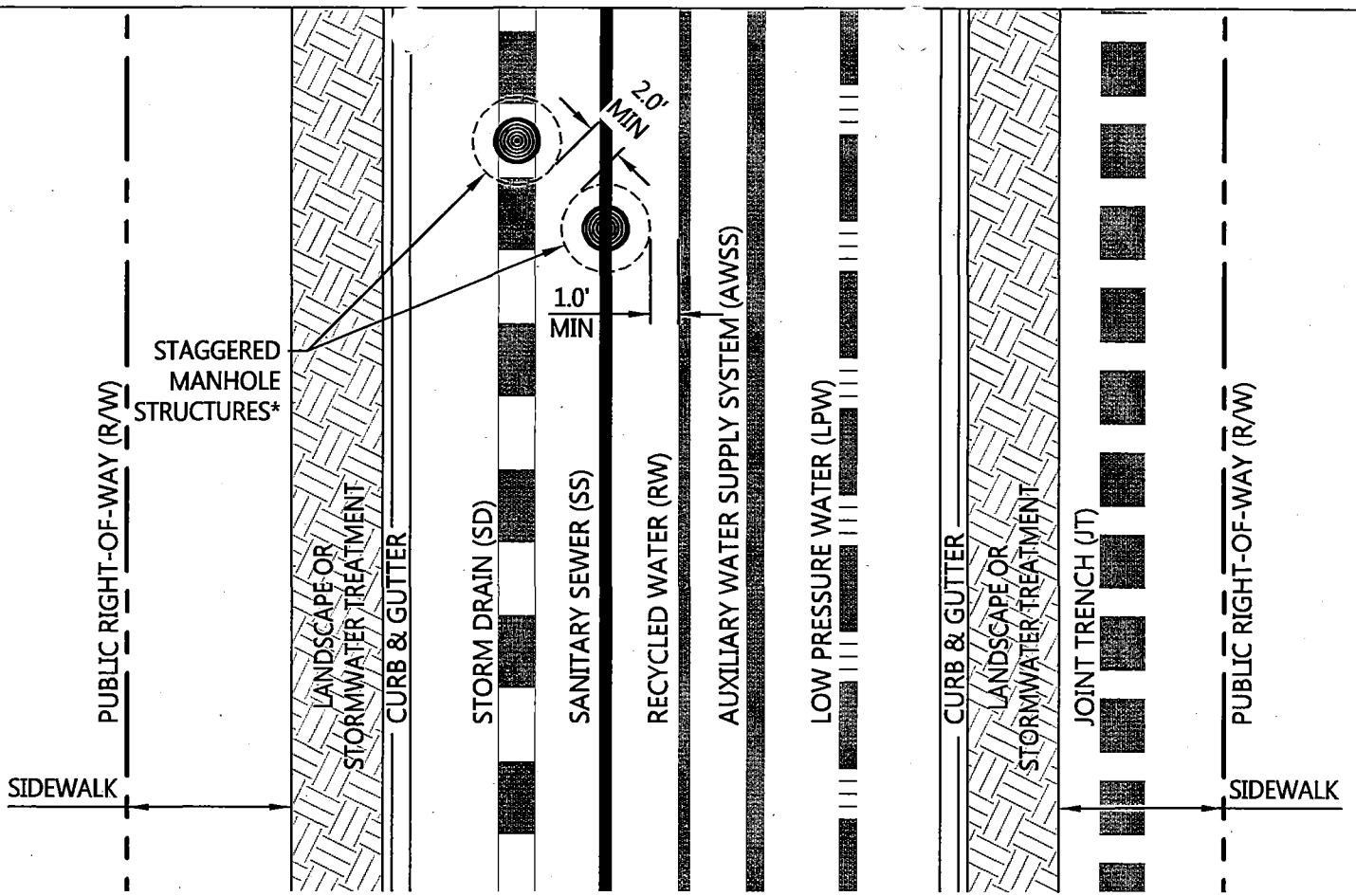
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- PROPOSED PARCEL LINE
- - - EXISTING PARCEL LINE
- PROPOSED SANITARY SEWER LINE (8" HDPE & 12" HDPE)
- - - EXISTING SANITARY SEWER LINE
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- ◁ 12" SS ▷ PIPE SIZE AND FLOW DIRECTION

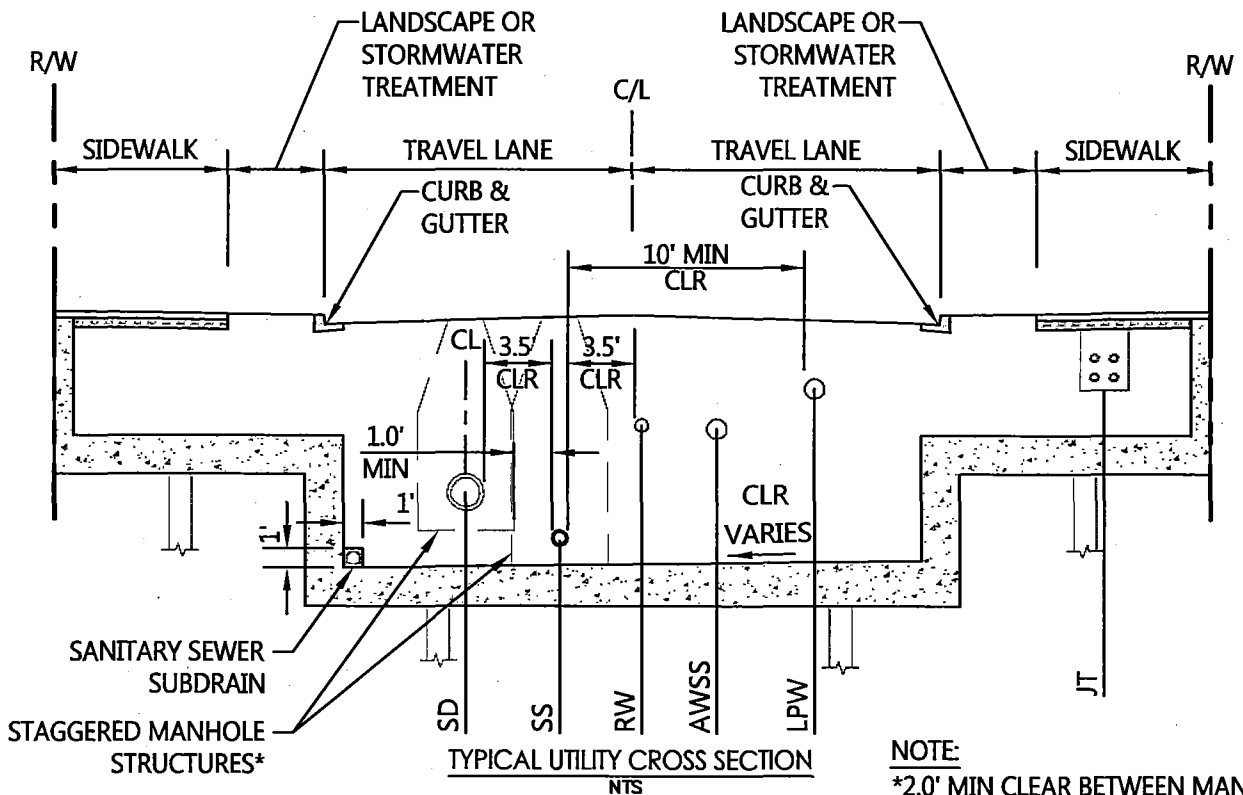
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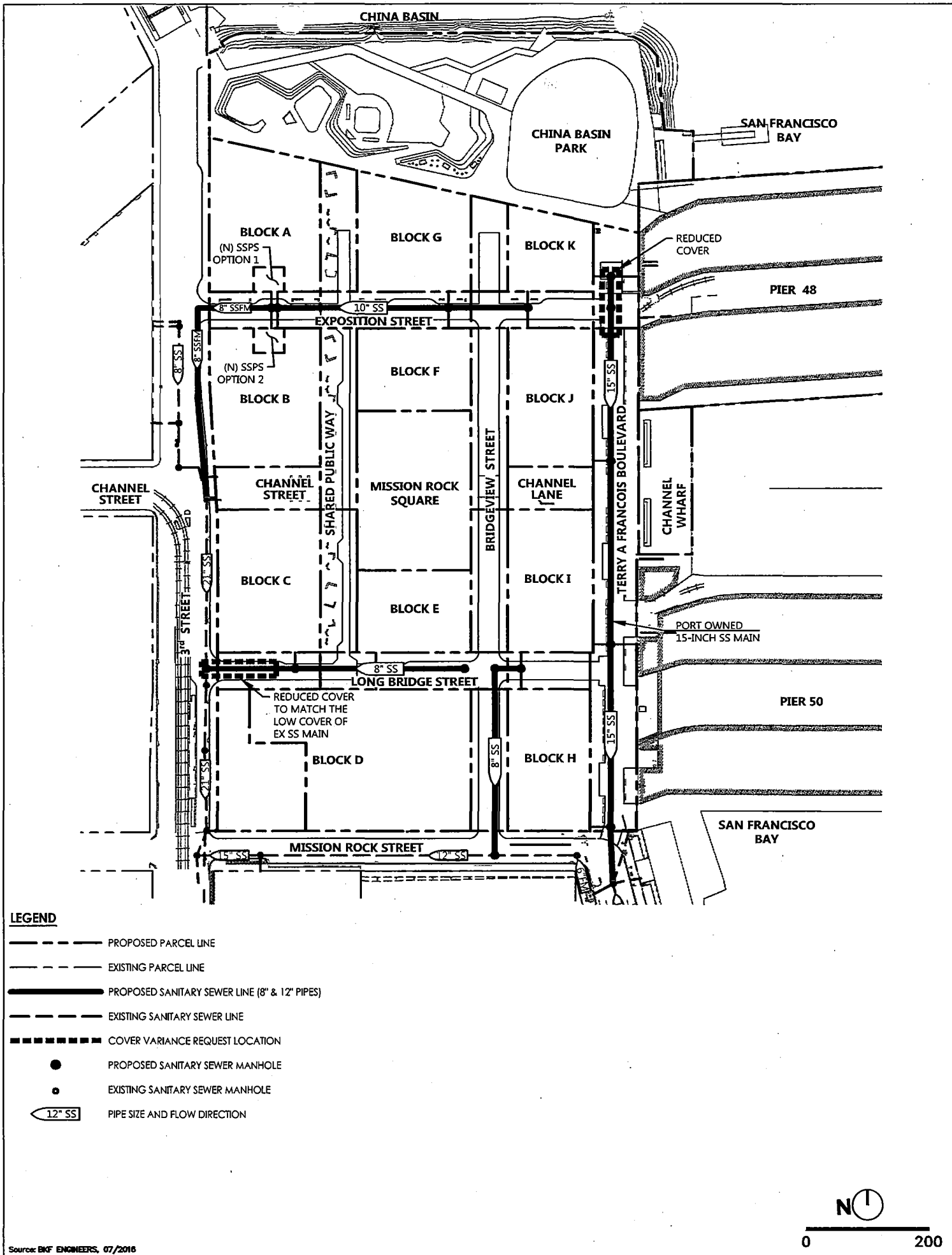
TYPICAL STREETS
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TYPICAL UTILITY CROSS SECTION
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NOTE:
 *2.0' MIN CLEAR BETWEEN MANHOLE STRUCTURES, 1.0' MIN CLEAR FROM PIPE OD TO OUTSIDE MANHOLE STRUCTURE

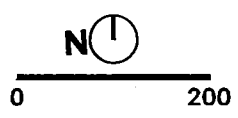
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LEGEND

- PROPOSED PARCEL LINE
- - - EXISTING PARCEL LINE
- PROPOSED SANITARY SEWER LINE (8" & 12" PIPES)
- - - EXISTING SANITARY SEWER LINE
- COVER VARIANCE REQUEST LOCATION
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- ◐ 12" SS PIPE SIZE AND FLOW DIRECTION

Source: BKF ENGINEERS, 07/2016



MISSION ROCK INFRASTRUCTURE PLAN

FIGURE 12.3 - SANITARY SEWER VARIANCE REQUEST LOCATIONS

13. STORM DRAIN SYSTEM

13.1 Existing Storm Drain System

The existing storm drain infrastructure within the vicinity of the Project site has a separated storm drain system to the west, south, and east, and two separate Port-owned outfalls that drain to the San Francisco Bay. The west side of the Project is served by an existing separated storm drain system within 3rd Street that is routed to the future Mission Bay Stormwater Pump Station (SWPS) #3 for discharge to Mission Creek. Until SWPS #3 is constructed, stormwater flows continue past SWPS #3 into an existing 11' x 11' combined sewer box that drains to the existing Channel Street Pump Station. The re-aligned Mission Rock Street to the south has a new separated storm drain system that conveys stormwater to Mission Bay SWPS #6 to the south that discharges to the San Francisco Bay adjacent to the Radiance Development and Block P18. Both China Basin Park and Terry A Francois Boulevard have storm drain systems that discharge directly to the San Francisco Bay through existing Port-owned outfalls. The existing Pier 48 and Pier 50 structures have a separated storm drain system that discharge directly to the Bay from the piers.

Storm drain system capacities within the existing 42 inch storm drain system in 3rd Street and the 21-inch storm drain main in Mission Rock Street are adequate to serve the tributary drainage areas from the Project. As described in the Draft Drainage Report for Mission Bay Drainage Area D (September, 2012), the existing storm drain system provides the minimum freeboard requirement for a 5-year storm event. Pump station designs have also been sized to meet the 5-year storm event requirements and are summarized in The Basis of Design Mission Bay Stormwater Pump Station #3 Draft Report (May, 2009).

13.2 Conceptual Storm Drain System Design

13.2.1 Overview

The Project will replace the existing on-site storm drain system with new storm drain systems connecting into the existing separated storm drain systems serving the site. The proposed separated storm drain system will be designed in accordance with the Subdivision Regulations and the Stormwater Management Requirements and Design Guidelines (SMR) and other SFPUC wastewater standards, where applicable. The on-site storm drain system will be designed to convey the stormwater runoff from the 5-year storm event from the development parcels and streets. For the 100-year storm and overland release, the storm drain system, street section, and street grading will be designed to convey the stormwater runoff from the Development Parcels

and streets. A more detailed analysis will be included in the Grading and Storm Drain System Master Utility Plan.

13.2.2 Storm Drain Design Criteria

As documented in the Subdivision Regulations and the SFPUC utility standards, as appropriate, proposed 6-inch to 21-inch pipes will be constructed from ASTM C-700 Extra Strength Vitrified Clay Pipe (VCP). Main extensions for 36-inch pipes or larger shall require monolithic reinforced concrete or reinforced concrete pipe subject to approval by the Director with consent of the SFPUC.

Proposed Acquiring Agencies' storm drain mains within the Project will be constructed on approved crush rock bedding. The minimum residential and commercial service lateral size is 6-inches and 8-inches, respectively. Manhole covers will be solid with manhole spacing set at a maximum distance of 300-feet and at changes in size, grade or alignment. Stormwater inlets will be installed per the Subdivision Regulations or SFPUC wastewater utility standards and outside of the curb returns crosswalks, accessible passenger loading zones and accessible parking spaces, where feasible. Linear Drainage Elements within the bike and pedestrian zones of TFB and SPW will be installed to be ADA compliant, and meet the modeling requirements described in Section 13.3.3 below.

Storm drain system capacities within the existing 42-inch storm drain system in 3rd Street and the 21-inch storm drain main in Mission Rock Street are adequate to serve the entire buildout of the project. A minimum depth of cover of 6-feet will be required on top of storm drain mains within new public streets. A freeboard of 4-feet below pavement or ground will be required to conform to the Subdivision Regulations or SFPUC utility standards. If necessary, an alternative minimum cover of 4-feet and/or minimum freeboard of 2-feet below pavement or ground may be permitted by the Acquiring Agency, or if accepted by the City, the Director of Public Works with the consent of the SFPUC or Port.

Vertical and horizontal separation distances between adjacent sanitary sewer system, storm drain system, LPW infrastructure, district utilities, and dry utilities will conform to the requirements outlined in Section 10 and the Subdivision Regulations.

13.2.3 Conceptual Storm Drain System Layout

The conceptual storm drain system is identified schematically on Figure 13.1. The storm drain system will be designed and constructed by the Developer. Street storm drains including street drainage within the new public rights-of-way will be reviewed and approved by the Acquiring Agency. The new storm drain system will be maintained and owned by the Acquiring Agency, upon construction completion and improvement acceptance by the Acquiring Agency. The proposed system will include storm drain laterals connected to a system of 12-inch to 42-inch SFPUC gravity storm drain mains.

The conceptual storm drain system will connect to the existing storm drain systems at up to seven locations. Along 3rd Street, the on-site storm drain system will connect to an existing SFPUC 42-inch main through proposed manhole structures at Exposition Street, Channel Street, Long Bridge Street, China Basin Park, and the west half of Block D. The storm drain system within Terry A Francois Boulevard will drain to a treatment pump conveying treatment flows to the proposed parks for treatment. For larger storm events, Terry A Francois Boulevard will connect into an existing Port 30-inch outfall that drains to the San Francisco Bay between Pier 48 and Pier 50. As part of the project, the outfall will be upgraded or replaced and dedicated to the SFPUC, along with a required access and maintenance easement. China Basin Park storm drain system will connect into an existing 12-inch Port outfall draining to China Basin for discharge of treated stormwater. . Refer to Section 16 for a description of the conceptual stormwater treatment strategy for the Project

Refer to Figure 13.2 for the approximate storm drain system depth and its relationship to other adjacent utilities. The storm drain infrastructure layout and locations will be approved during the Project construction document review process.

13.3 Storm Drain System Design Modifications and Exceptions

Design modification and exception requests are anticipated for, but not limited to, the following storm drain infrastructure items, which will be subject to the approval of the Director of Public Works with the consent of the SFPUC, or other Acquiring Agency:

13.3.1 Pipe Material

The Project proposes to install HDPE pipe SDR-17 or better and associated trenching requirements in place of VCP. The HDPE pipe has less friction than VCP, is more flexible, can better accommodate minor amounts of settlement, and will provide adequate flow velocities and capacities. In addition, HDPE pipe will be flex tested using the Mandrel test.

13.3.2 Freeboard and Cover

Due to existing conditions and constraints within the Project site and at conforms to the existing City-accepted public rights-of-way at 3rd Street and Mission Rock Street, exceptions to the standard layout of utilities will be requested during design development. A design modification and exception will be requested to allow for a reduced minimum cover of 4-feet on top of the storm drain system infrastructure. In addition, initial modeling for the 5-year storm design analysis indicates that the conceptual storm drain system was only able to provide a minimum hydraulic grade line (HGL) of 2-feet of freeboard below the pavement or ground surface at select proposed connection points due to existing high starting HGL elevations at existing storm drains.

13.3.3 Linear Drainage Infrastructure on Curbless and Flush Curb Streets

Terry A Francois Boulevard, SPW, and the northern segment of Bridgeview Street will be designed without curbs or with flush curbs in combination with an inverted crown. To accommodate the project design approach, a linear drainage element, including but not limited to a valley gutter, inverted crown street or trench drains, in combination with inlets at low points will be incorporated at or along the flowline to provide drainage. Linear drainage elements are proposed along the theoretical face of curb of the curbless streets, which represents the location in which a curb would typically be installed if included as part of the street design. These linear drainage elements will be rated to handle heavy vehicle (H20) traffic loading. Drainage from linear drainage elements will be conveyed to the storm drain. Performance modeling of grading and hydrology designs along streets with no curbs or with flush curb will be developed during the MUP approval process in conformance with the requirements of the Acquiring Agency.

13.3.4 Storm Drainage Infrastructure on Curbless and Flush Curb Streets

The clear street width is 20 feet on SPW, which does not provide adequate width for the horizontal layout of District Energy pipes, a non-potable water main, a low pressure water main, and a storm drainage main. Thus, the Project proposes to locate the storm drainage main underneath the edge

of the clear travel way and beneath the linear drainage element. If the SFPUC and City do not accept the infrastructure, then the Acquiring Agency will be the Port. This will be documented in the Ownership and Maintenance Matrix included as part of the DA, DDA, ICA, or a separate MOU/MOA between the Port, City and Developer.

Storm Drain lateral responsibility would be assigned to the property owner if the adjacent development parcel requiring a lateral from TFB, SPW, or the northern segment of Bridgeview Street. This will be documented in the Ownership and Maintenance Matrix included as part of the DA, DDA, ICA, or a separate MOU/MOA between the Port, City and Developer.

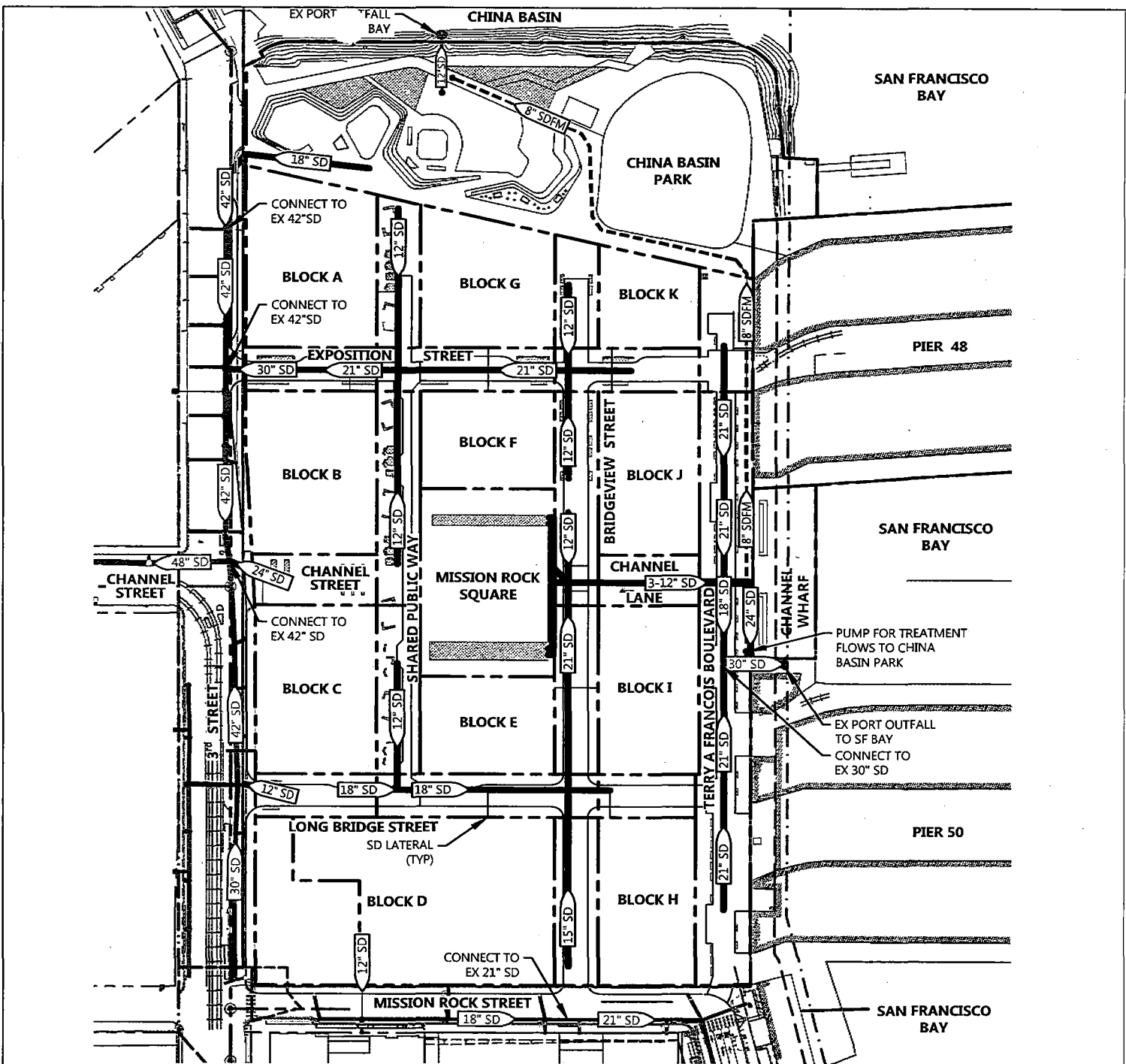
13.4 Phases for Storm Drain System Construction

The Developer will design and install the new storm drain system based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the DA, DDA, and ICA. The amount and location of the proposed storm drain systems installed will be the minimum necessary to support the Development Phase. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Interim storm drain systems will be constructed, owned, and maintained by the Developer as necessary to maintain existing drainage facilities impacted by proposed Development Phases. The Acquiring Agency may inspect interim facilities owned by the Developer or Port subject to the DA, DDA, ICA, or separate MOU/MOA between the Port, City, and Developer.

The Port and City will be responsible for ownership and maintenance of existing Port or City owned storm drain facilities, respectively. The Acquiring Agency will own and maintain the proposed storm drainage facilities once construction of the Horizontal Improvements required for a Development Phase or a new storm drain facility is complete and accepted by the Acquiring Agency subject to the DA, DDA, ICA, or a separate MOU/MOA between the Port, City and Developer. The Developer will be responsible for mitigating impacts to Infrastructure improvements installed with previous Project Development Phase(s) due to the designs or construction of current or future Development Phases, which will be addressed prior to approval of the construction drawings for the current or future Development Phase. For each Development Phase and concurrent with the submittal of construction documents, the Developer will

provide a phase-specific Storm Drain System Utility Report describing and depicting the existing and proposed storm drain infrastructure, and demonstrating the that Development Phase will provide drainage infrastructure capable of serving the Development Phase to the standards of the Acquiring Agency. This will be documented in the Ownership and Maintenance Matrix included is part of the DA, DDA, ICA, or a separate MOU/MOA between the Port, City and Developer.

DRAWING NAME: \\dk1-sf\vo14\2008\080000\Mission Rock\ENG\Exhibits\Infrastructure Plan Exhibits\Plotted Sheets\Figure 13.1 Conceptual Storm Drainage System.dwg
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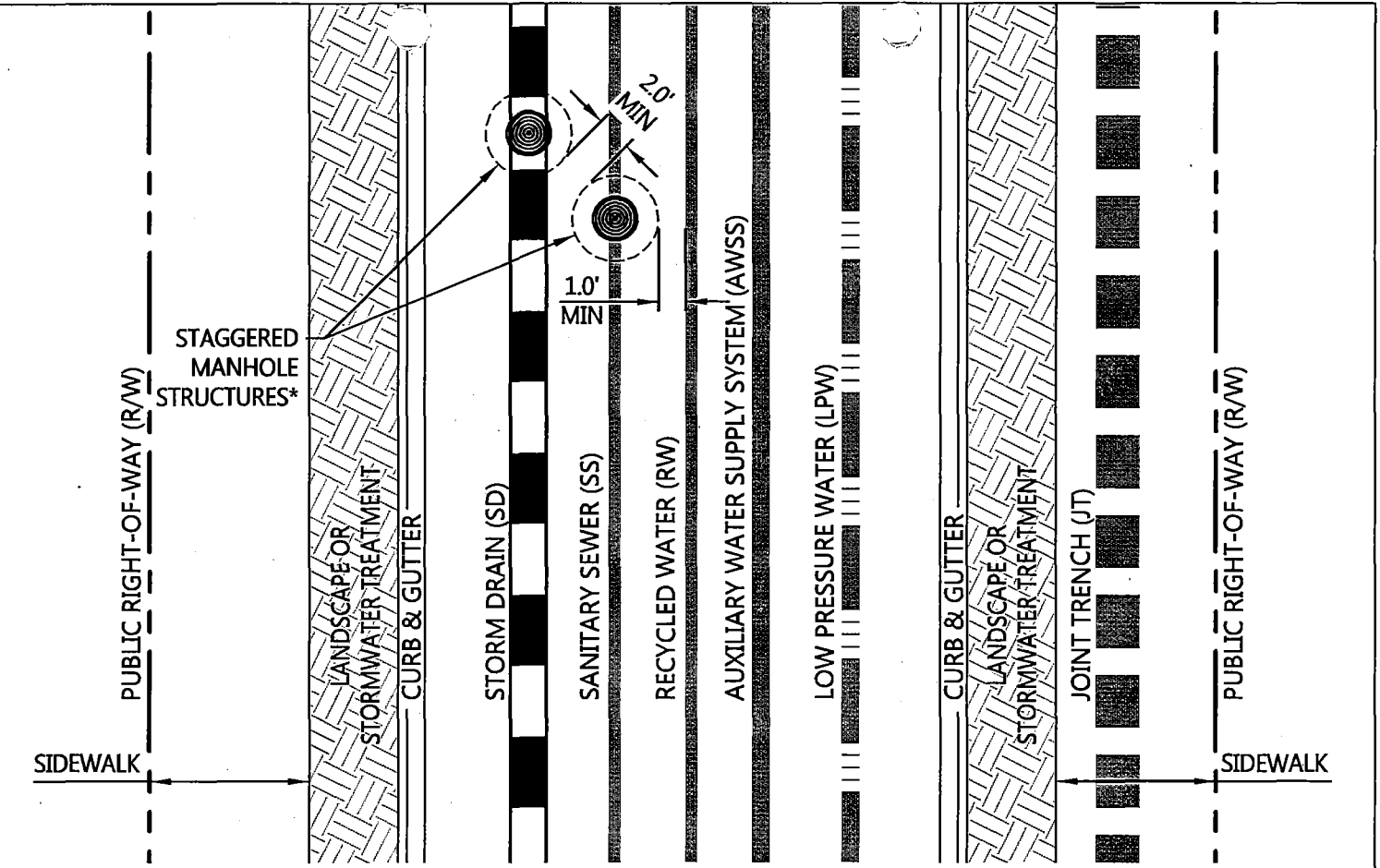
LEGEND

- PROPOSED PARCEL LINE
- EXISTING PARCEL LINE
- EXISTING STORM DRAIN MAIN
- PROPOSED STORM DRAIN MAIN
- PROPOSED STORM FORCE MAIN
- EXISTING STORM DRAIN MANHOLE
- PROPOSED STORM DRAIN MANHOLE
- BIORETENTION AREA

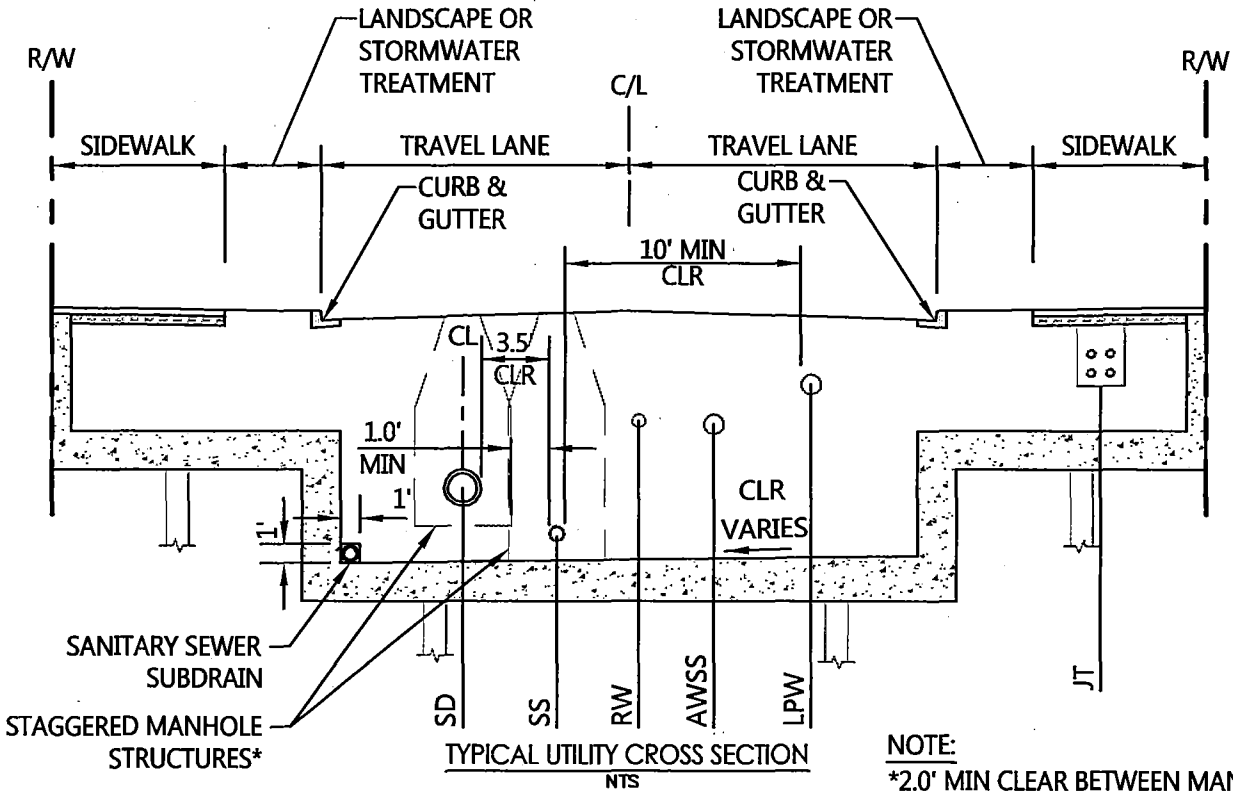
Source: BRF ENGINEERS, 07/2016



DRAWING NAME: \\011-SF\vol14\2008\080008_Mission Rock\ENG\Exhibits\Infrastructure Plan Exhibit\Plotted Sheets\Figure 11.2_13.2 Typical Utility Section.dwg
 PLOT DATE: 11-13-17
 PLOTTED BY: volk



TYPICAL STREETS
NTS



TYPICAL UTILITY CROSS SECTION
NTS

NOTE:
 *2.0' MIN CLEAR BETWEEN MANHOLE STRUCTURES, 1.0' MIN CLEAR FROM PIPE OD TO OUTSIDE MANHOLE STRUCTURE

Source: BKF ENGINEERS, 07/2018

14. AUXILIARY WATER SUPPLY SYSTEM (AWSS)

14.1 Existing AWSS Infrastructure

The San Francisco Public Utilities Commission (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 12-inch AWSS main exists adjacent to the Project site on 3rd Street between Channel Street and Mission Rock Street.

14.2 AWSS Regulations and Requirements

New developments must meet the fire suppression objectives that were developed by the SFPUC and SFFD. The SFPUC and SFFD will work with the Developer to determine post-seismic fire suppression requirements during the planning phases of the Project. Requirements will be determined based on building density, fire flow and pressure requirements, City-wide objectives for fire suppression following a seismic event, and proximity of new facilities to existing AWSS facilities. AWSS improvements will be located in public rights-of-way or on City property, as approved by SFPUC. Easements required to place AWSS infrastructure on Port property are subject to the approval of the Port and SFPUC.

14.3 Conceptual AWSS Infrastructure

To meet the SFPUC and SFFD AWSS requirements, the development may be required to incorporate infrastructure and facilities that may include, but are not limited to:

- Seismically reliable high-pressure water piping and hydrants with two points of connection. One connection is proposed at the existing 12-inch AWSS distribution system in 3rd Street near the Exposition Street intersection, and a second connection is proposed to a future AWSS facility at the Mission Rock Street and Terry A Francois Boulevard intersection;
- Independent network of seismically reliable low-pressure piping and hydrants with connection to existing potable water distribution system at location that is determined to be seismically upgraded by SFPUC;
- Saltwater pump station that supplies saltwater to AWSS distribution piping following a major seismic event;
- Piping manifolds along waterfront that allow fire trucks to access and pump sea or bay water for fire suppression; and/or
- Portable water supply system (PWSS), including long reaches of hose and equipment mounted

on dedicated trailers or trucks.

- Cisterns

Based on coordination with the SFPUC, the Project proposed locations and types of AWSS infrastructure are identified schematically on Figure 14.1 and approximate AWSS main depths and its relationship to other adjacent utilities are shown on Figure 14.2. AWSS fire hydrants are provided at street intersections within the Project site. In addition, the project includes an extension of the AWSS system down Terry A Francois Boulevard from Long Bridge Street to the Mission Rock Street-Terry A Francois Boulevard intersection for a connection to the future AWSS facility on Terry A. Francois Boulevard that will extend from South Street to Mission Rock Street. Where the AWSS facility is proposed to be installed in the Terry A Francois Boulevard right-of-way, the AWSS infrastructure will be placed beneath the 16-ft wide and clear zone beneath the Blue Greenway, which exceeds the 12-ft minimum clear access width for Gate Trucks required by SFPUC. Final designs of the AWSS solution for the Project site will be determined by the SFPUC and SFFD in consultation with the Developer based on equivalent infrastructure costs of the proposed AWSS layout and infrastructure as shown on Figure 14.2, and a capital contribution not to exceed \$1,500,000 current dollars, subject to a 4.5% escalation calculated from the time of project approval, to support off-site AWSS infrastructure per the terms of the DA, DDA, and/or ICA.

14.4 Phases for AWSS Construction

The Developer will design and install the new AWSS based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the DA, DDA and ICA. 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 for the remainder of the Project. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer.

The SFPUC will be responsible for the new AWSS facilities once construction of the improvements is complete, and the facilities are accepted by the SFPUC. Impacts to improvements installed with previously constructed portions of the development due to the designs of other Development Phases will be the

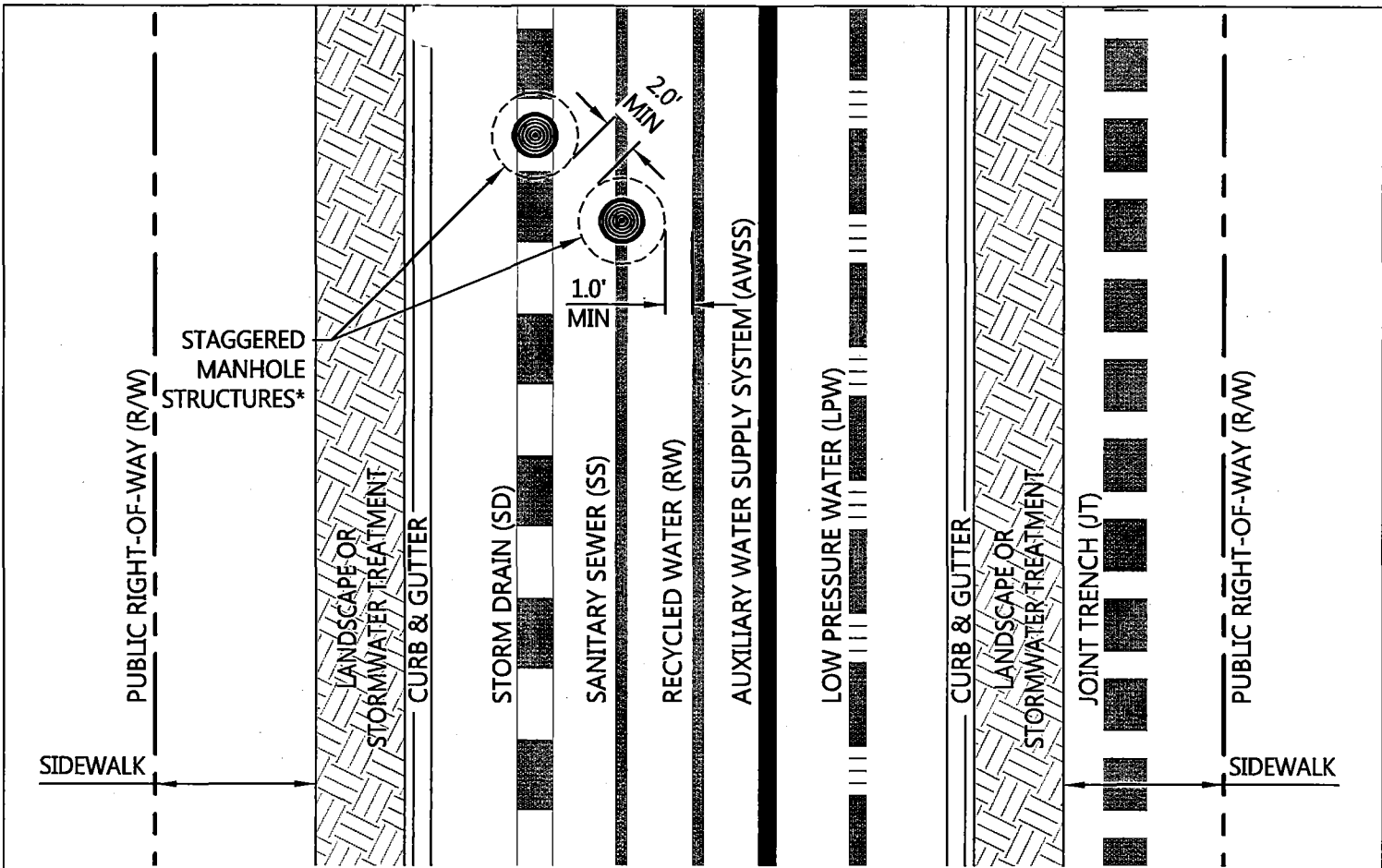
responsibility of the Developer and addressed prior to approval of the construction drawings for the new Development Phase.

14.4.1 AWSS Phased Installation

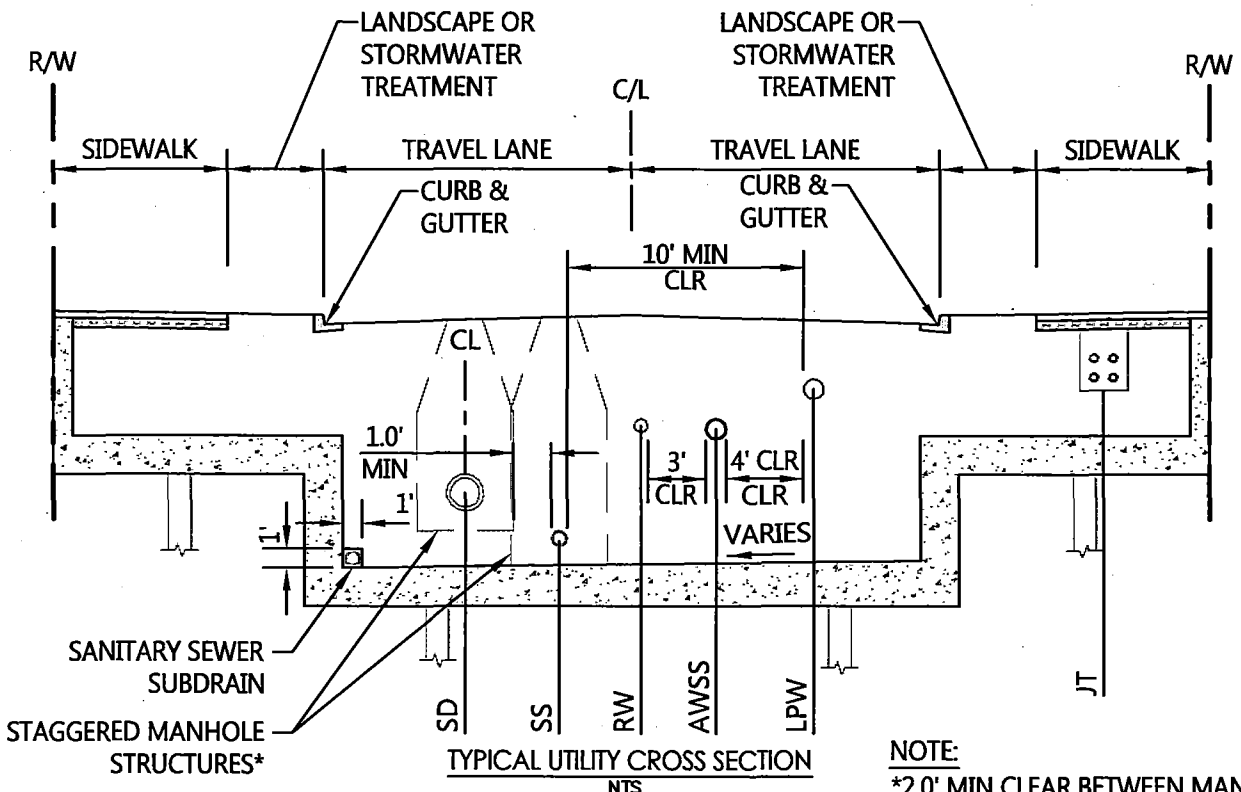
The Mission Rock AWSS will be installed within the phased structured streets, 3rd Street and Terry A Francois Boulevard. The existing AWSS adjacent to the site along 3rd Street will remain in place. The new system will connect to the existing SFPUC system at the adjacent existing AWSS main along 3rd Street.

For each Development Phase, the SFPUC, in conjunction with its consultants, will provide an AWSS Report describing and depicting the pressures and flows the AWSS provides with the Phase. The construction documents and installation of AWSS infrastructure will be completed by the Developer in coordination with the SFPUC.

DRAWING NAME: \\bkt-sf\vol1\2008\080000_Mission Rock\ENR\Exhibit\Infrastructure Plan Exhibit\Plotted\Shant\Figure 11.2_14.2 Typical Utility Section.dwg
 PLOT DATE: 11-13-17
 PLOTTED BY: volk



TYPICAL STREETS
NTS



TYPICAL UTILITY CROSS SECTION
NTS

NOTE:
 *2.0' MIN CLEAR BETWEEN MANHOLE STRUCTURES, 1.0' MIN CLEAR FROM PIPE OD TO OUTSIDE MANHOLE STRUCTURE

15. DISTRICT UTILITY INFRASTRUCTURE

15.1 Central Utility Plant

The Mission Rock development will utilize a central utility plant (CUP) in Block A for heating and cooling, greywater collection treatment, and non-potable water distribution infrastructure required to achieve the sustainability goals of the Project. The heating and cooling may be provided by a bay sourced cooling loop that will connect the Bay to the chillers at the CUP, or through an approved, alternative heat exchange method. Greywater, which refers to wastewater collected from building systems without fecal contamination, will be collected and directed to the CUP for treatment before distribution throughout the Project for non-potable uses. The development is considered a Type-I Eco-District. The infrastructure maximizes efficiencies by providing budget certainty for thermal services. In addition to providing a sustainable district energy system throughout the site, the Type-I Eco-District development will also meet the San Francisco Eco-District guidelines. For additional information, refer to the District Heating and Cooling Services at Mission Rock prepared by Arup, dated May 13, 2016 in Appendix M and the latest edition of the Sustainability Strategy prepared by Atelier Ten.

15.1.1 Central Utility Plant Components

The CUP comprises a central district energy distribution plant, bay source cooling, and a greywater treatment and distribution plant at Block A. The central energy plant will provide chilled and hot water to each Development Parcel to support mechanical system demands. The greywater treatment plant will supply non-potable water to each Development Parcel. The distribution system will be developed with consideration to other site utilities, but is anticipated to be predominately routed through Shared Public Way, Bridgeview Street, and China Basin Park. Considerations for this utility routing include limiting the amount of district utilities that are parallel to the main public utilities in Exposition Street and Long Bridge Street and development phasing. Locations for each Development Parcel's heating hot water and chilled water connections, greywater collection point of connection, and non-potable water distribution point of connection will be determined during the vertical design for each Development Parcel.

15.1.2 Central Energy Plant

The Project has a goal to use renewable energy for 100% of its building energy demands, thereby offsetting its projected greenhouse emissions. The central energy plant will be powered by 100% renewable energy. The renewable energy may be purchased from an off-site renewable power

provider and delivered to the site via the power provider. Chilled water and hot water supply and return lines will distribute heating and cooling energy from the central energy plant at Block A to each Development Parcel. Each Development Parcel will be required to connect to this system, which also significantly reduces the volume of water required by cooling towers. Chilled water and heating hot water supply lines are distributed to the Development Parcels from the central energy plant at Block A through Shared Public Way, Bridgeview Street, and China Basin Park.

15.1.3 Heat Rejection and Cooling

Bay water may be used for heat rejection and cooling in the district energy system to minimize the energy demand for cooling and provide significant water savings by reducing the need for cooling towers. Cooling will be provided by the bay source cooling loop that rejects heat from the chillers at the central plant to the Bay. This heat exchange requires very little energy. The HDPE Intake and outfall pipes will be placed within the Pier 48 footprint, at or slightly below the seabed elevation and on top of plastic lumber. The inlet screens will be in deep water, protected by the pier and accessible for maintenance. Secondary screening may also be provided at the pump station on-shore or near the bulkhead. The bay source heat rejection infrastructure will likely consist of two 24-inch pipes located in China Basin Park that provide a connection between the intake/outfall at Pier 48 and the central plant at Block A, shown on Figure 15.1. Backup cooling towers may be required for emergency or maintenance operations when the bay source cooling system is offline.

15.1.4 Greywater Collection and Treatment Infrastructure

The Project has established a goal to use non-potable water for 100% of the non-potable water demand. Non-potable water demands include irrigation, toilet flushing and cooling towers. However, the demand for cooling towers is minimized by the bay source cooling and heat rejection system; thus, the non-potable demands for the purposes of this section include only irrigation and toilet flushing. Greywater will only be collected from the largest greywater-producing buildings, which includes Blocks A and K in Phase 1 and Block F in Phase 3. Greywater is conveyed to the greywater treatment plant in Block A, as shown on Figure 15.2. Non-potable water (treated greywater) is then distributed to the Development Parcels from the central greywater treatment plant at Block A through Shared Public Way, Bridgeview Street, and China Basin Park, as shown on Figure 15.3. The centralized approach optimizes the collection, treatment,

and distribution systems by producing enough non-potable water to meet 100% of the site's flushing and irrigation demands, while minimizing the amount of Infrastructure. A backup connection to the City's non-potable water main at 3rd Street will be required for emergency or maintenance operations when the greywater collection and non-potable water distribution system is offline. A connection to the SFPUC LPW potable main or the existing SFPUC recycled water main, which is currently fed by the LPW potable system in 3rd Street, may be required for the greywater treatment plant to supply backup water should the greywater treatment facility become temporarily non-operational.

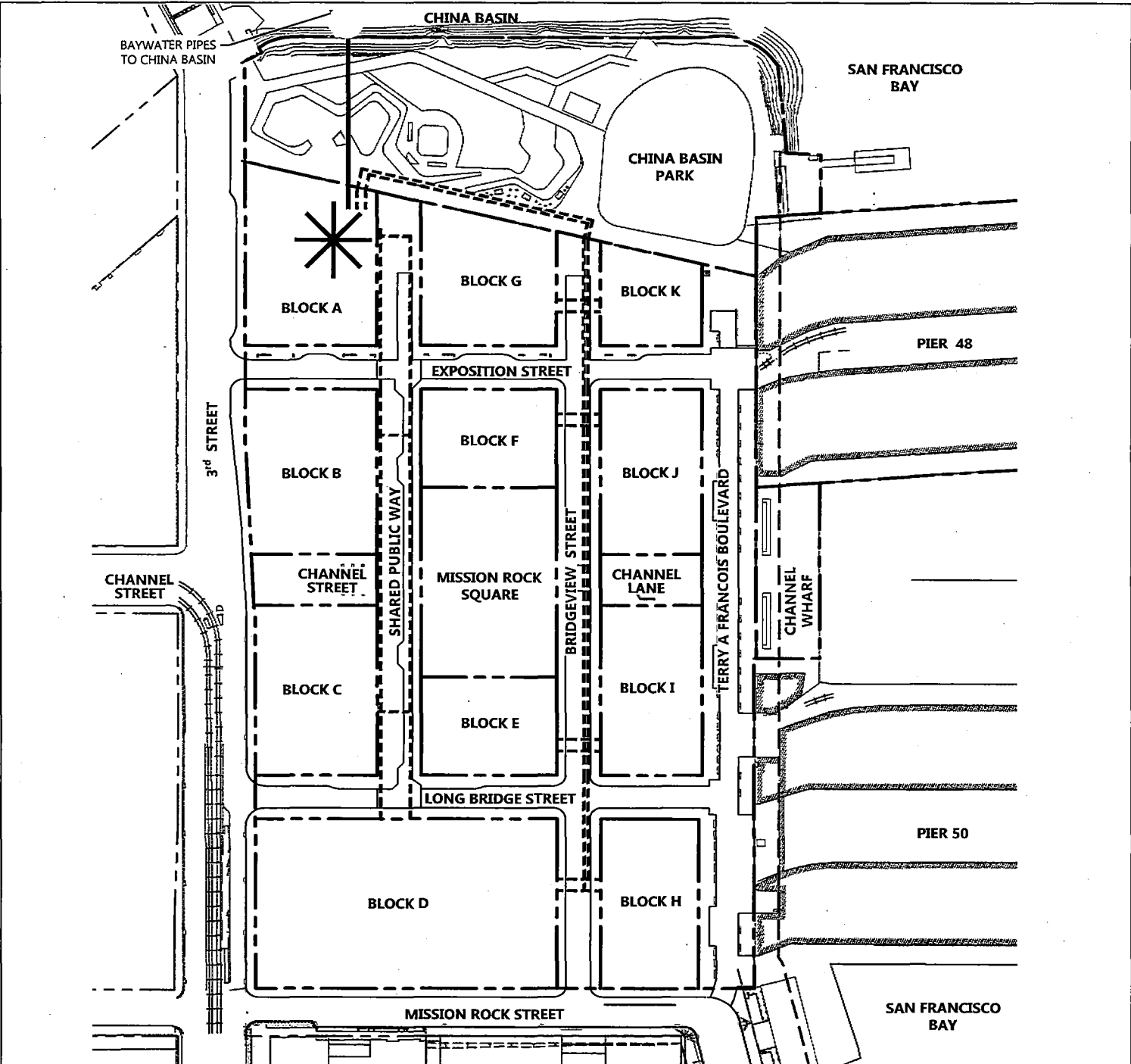
Greywater and non-potable water system designs will comply with Article 12C of the San Francisco Health Code. Required SFPUC water budget application materials will be submitted to the City as part of the phase applications and construction document submittals.

15.2 Phases for District Utility Infrastructure Construction

The Developer will design and install the new central utility district infrastructure based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the DA, DDA and ICA. The amount and location of the proposed central utility district infrastructure installed will be the minimum necessary to support the Development Phase.

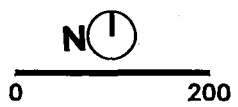
The Private Entity, other Agent, or the Acquiring Agency will be responsible for ownership and maintenance of new district utility infrastructure with permitting coordinated by The Private Entity, other Agent, or Developer. Ownership, maintenance, and acceptance responsibilities for district utility infrastructure will be documented in a separate agreement. Impacts to central utility district infrastructure installed with previous Development Phases of the Project due to the designs of new Development Phases will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the new Development Phase.

DRAWING NAME: \\p1-se\vol14\2008\080006\Mission Rock\ENG\Exhibits\Infrastructure Plan Exhibit\Plotted Sheets\Figure 15.1 Conceptual Utility District Infrastructure.dwg
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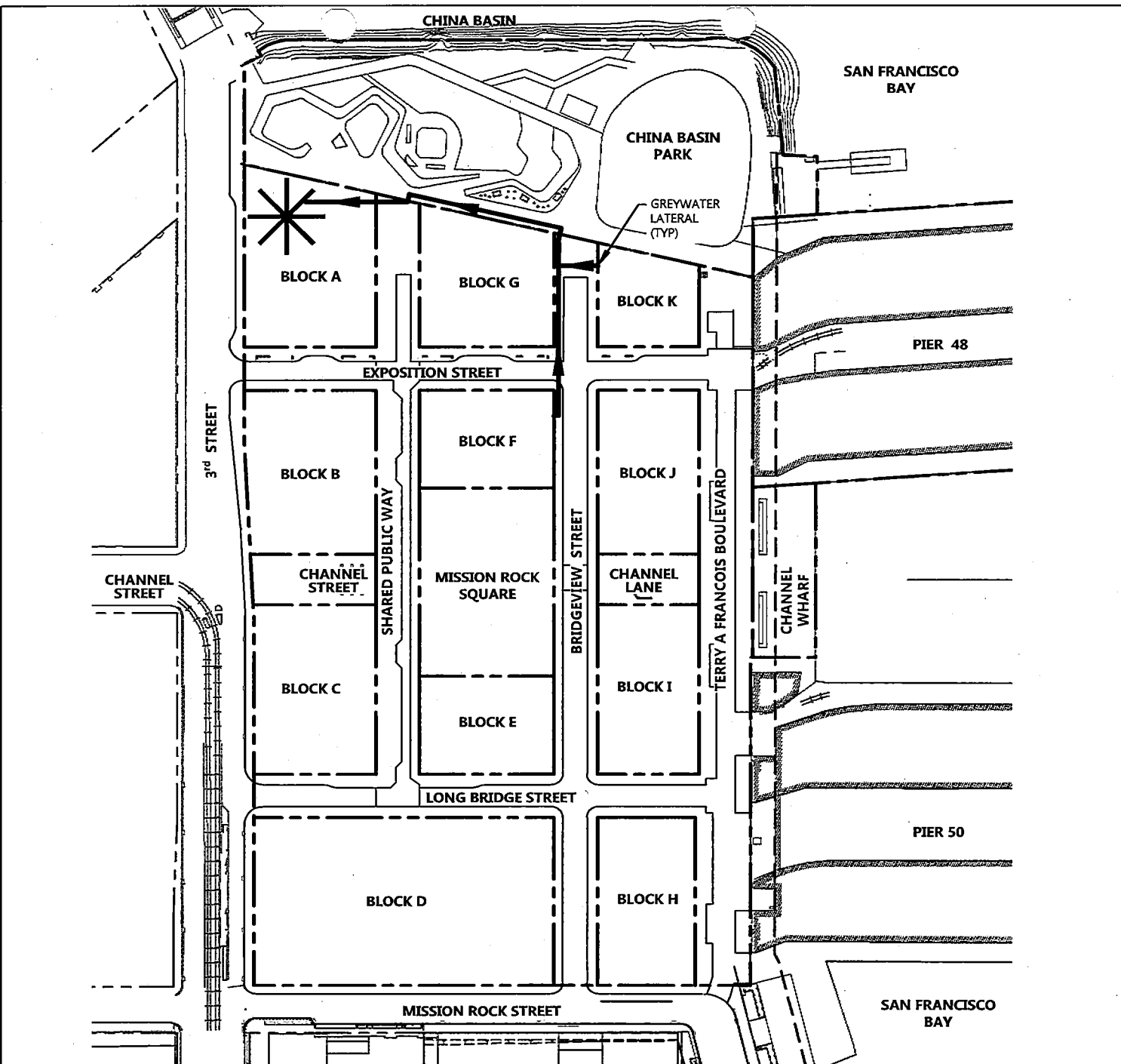
- LEGEND**
- PROPOSED PARCEL LINE
 - EXISTING PARCEL LINE
 - DISTRICT ENERGY (12" CHW & 8" HHW)
 - BAYWATER COOLING (24" HDPE)
 - CENTRAL PLANT
DISTRICT ENERGY DISTRIBUTION

Source: BKF ENGINEERS, 07/2016



MISSION ROCK INFRASTRUCTURE PLAN 0871 FIGURE 15.1 - CONCEPTUAL UTILITY DISTRICT INFRASTRUCTURE

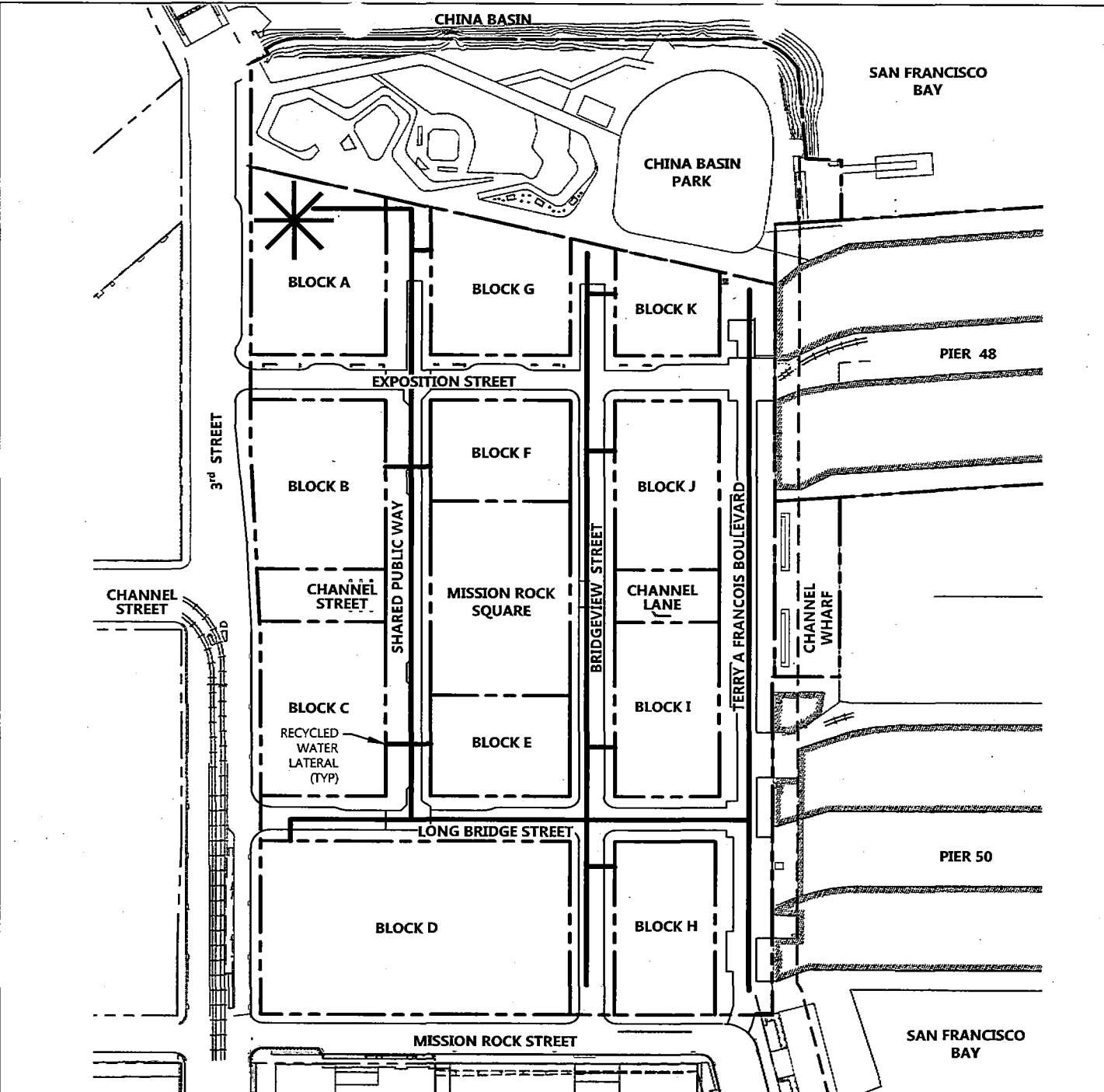
DRAWING NAME: \\BKF-SF\vol14\2008\080006_Mission_Rock\ENG\Exhibits\Infrastructure_Plan_Exhibits\Plotted_Sheets\Figure_15.2_Conceptual_Greywater_Infrastructure.dwg
 PLOT DATE: 07-13-17
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- LEGEND**
- PROPOSED PARCEL LINE
 - - - EXISTING PARCEL LINE
 - PROPOSED GREYWATER LINE (8" DIP)
 - ★ GREYWATER COLLECTION & TREATMENT PLANT

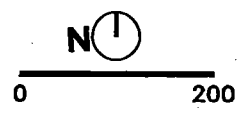
Source: BKF ENGINEERS, 07/2016

DRAWING NAME: \\pk1-sf\vo14\2008\0800000\Mission Rock\Eng\Exhibits\Infrastructure Plan Exhibits\Plotted Sheets\Figure 15.3 Conceptual Recycled Water Infrastructure.dwg
 PLOT DATE: 07-13-17
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- LEGEND**
- PROPOSED PARCEL LINE
 - - - EXISTING PARCEL LINE
 - PROPOSED NON-POTABLE WATER DISTRIBUTION LINE (8" DIP)
 - ★ GREYWATER COLLECTION & TREATMENT PLANT

Source: BKF ENGINEERS, 07/2018



MISSION ROCK INFRASTRUCTURE PLAN 0873 FIGURE 15.3 - CONCEPTUAL NON-POTABLE WATER INFRASTRUCTURE

16. STORMWATER MANAGEMENT SYSTEM

16.1 Existing Stormwater Management System

The existing site is approximately 96.6 percent impervious, mostly covered in pavement with a park to the north. The existing site drains to storm drain systems that discharged directly or indirectly to the San Francisco Bay. The west side of the Project is served by an existing SFPUC storm drain system within 3rd Street that is routed to the future SWPS #3 for discharge to Mission Creek. Until SWPS #3 is constructed portions of the run-off discharge to an existing 11' x 11' combined sewer. The re-aligned Mission Rock Street has a new storm drain system that conveys stormwater to Mission Bay SWPS #6 to the south that discharges to the San Francisco Bay adjacent to Radiance and Block P18. Both China Basin Park and Terry A Francois Boulevard have storm drain systems that discharge directly to the San Francisco Bay through existing Port outfalls. The existing condition of the Project site does not include any stormwater facilities to treat stormwater flows prior to discharge.

16.2 Proposed Stormwater Management System

16.2.1 San Francisco Stormwater Management Requirements & Design Guidelines

The SMR is the regulatory guidance document describing requirements for post-construction stormwater management. Stormwater management performance requirements are determined based on the storm drain system available to connect into as well as the jurisdiction of the storm drain system. For Project areas that will connect into the SFPUC's existing separated storm drain system in 3rd Street or Mission Rock Street, or a SFPUC accepted outfall, the SMR requires the Project to implement a stormwater management plan that results in capture and treatment of all stormwater runoff from the 90th-percentile storm event prior to discharge to the separated storm sewer system. For Project areas that will be served by the Port's separated storm drain system outfalling directly to the San Francisco Bay through a Port outfall, the SMR requires the Project to implement a stormwater management plan that results in capture and treatment of all stormwater runoff from the 85th percentile storm event.

16.2.2 Proposed Site Conditions and Baseline Assumptions

The Project includes public streets, parks and plaza open space areas, and Private Development Parcels. The Project will be designed to integrate Low Impact Development (LID) elements with stormwater best management practices (BMPs) to create a sustainable environment at the site and achieve compliance with the SMR. LID elements include landscaping, permeable paving

materials, and vegetated roofs to reduce stormwater runoff from hardscape surfaces. Stormwater treatment BMPs considered for the Project include street flow-through planters, bioretention areas, rain gardens, and green roofs to treat stormwater runoff prior to discharging to the public separated storm drain system.

Public streets will consist of at-grade streets or pile-supported structured streets with a combination of landscape strips, tree wells, permeable pavers, and street flow-through planters. China Basin Park will be elevated by a combination of planting soil and Geofoam within the park and structured streets within the Promenade. Mission Rock Square may be a pile-supported podium or constructed on lightweight fill, Geofoam, and/or imported fill material. China Basin Park and Mission Rock Square will include landscape strips, tree wells, and centralized bioretention areas. The development parcels will be covered entirely with podium structures consisting of a combination of landscape planters, tree wells, green roofs, and pedestrian pathways.

16.2.3 Stormwater Management Design Concepts and Master Plan

The SMR requires the Project to implement BMPs to capture and treat stormwater runoff from all impervious areas for the design storm event. To be included with the Stormwater Management Master Utility Plan, a process flow diagram illustrating the limits of the drainage management areas (DMAs), location of stormwater discharge to existing storm drain system, and jurisdiction of existing storm drain system will be developed to illustrate compliance with the SMR.

The conceptual stormwater management plan for the Project includes DMAs with either localized treatment or centralized treatment facilities. Localized treatment occurs in DMAs that are able to direct surface runoff to BMPs that are sized to treat stormwater runoff from impervious areas per the given design storm event. Private development parcels located within DMAs with localized treatment will allocate a space to implement BMP measures and treat stormwater for the design storm event prior to discharging into the adjacent public storm drain system. Alternatively, Development Parcels also have the option to collect and reuse stormwater on-site.

For areas that are not able to treat surface runoff prior to entering the storm drain system, untreated runoff is pumped to centralized treatment facility located in either China Basin Park or Mission Rock Square. Private development parcels within DMAs without localized treatment are

not required to implement additional BMP measures on-site where centralized treatment areas are sized to treat runoff from the private development parcels.

The conceptual stormwater management approach for the Project is presented in Figure 16.1. Stormwater management performance quantities and strategies will be documented as part of the Project Stormwater Management Master Utility Plan to be submitted for review and approval by the SFPUC and Port.

16.3 Stormwater Control Plan

Based on the designs to be reviewed and approved by the SFPUC and Port as part of the Stormwater Management Master Utility Plan, the stormwater management strategies for the Project will be documented in a Stormwater Control Plan (SCP) in compliance with SFPUC and Port stormwater management regulations and the requirements of the SMR. The selected modeling methodology will be per the SFPUC and Port-accepted hydrologic calculation methods. The Preliminary SCP for the public improvements will be submitted for review and approval before the 60% Improvement Plan for each phase of the project, and the Final SCP will be submitted with the 95% Improvement Plan for that phase or Development Parcel and prior to construction. For Development Parcels, a Preliminary SCP and Final SCP shall be submitted for approval per SFPUC and Port stormwater management requirements.

16.4 Phases for Stormwater Management System Construction

The Developer will design and install the new stormwater management system based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the DA, DDA and ICA. The amount and location of the proposed stormwater management systems 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. Development phasing with regard to stormwater treatment and storm drain system is conceptual and remains under design. The phasing and simplification of the stormwater treatment and drain systems will be further coordinated with the SFPUC prior to approval of the MUPs.

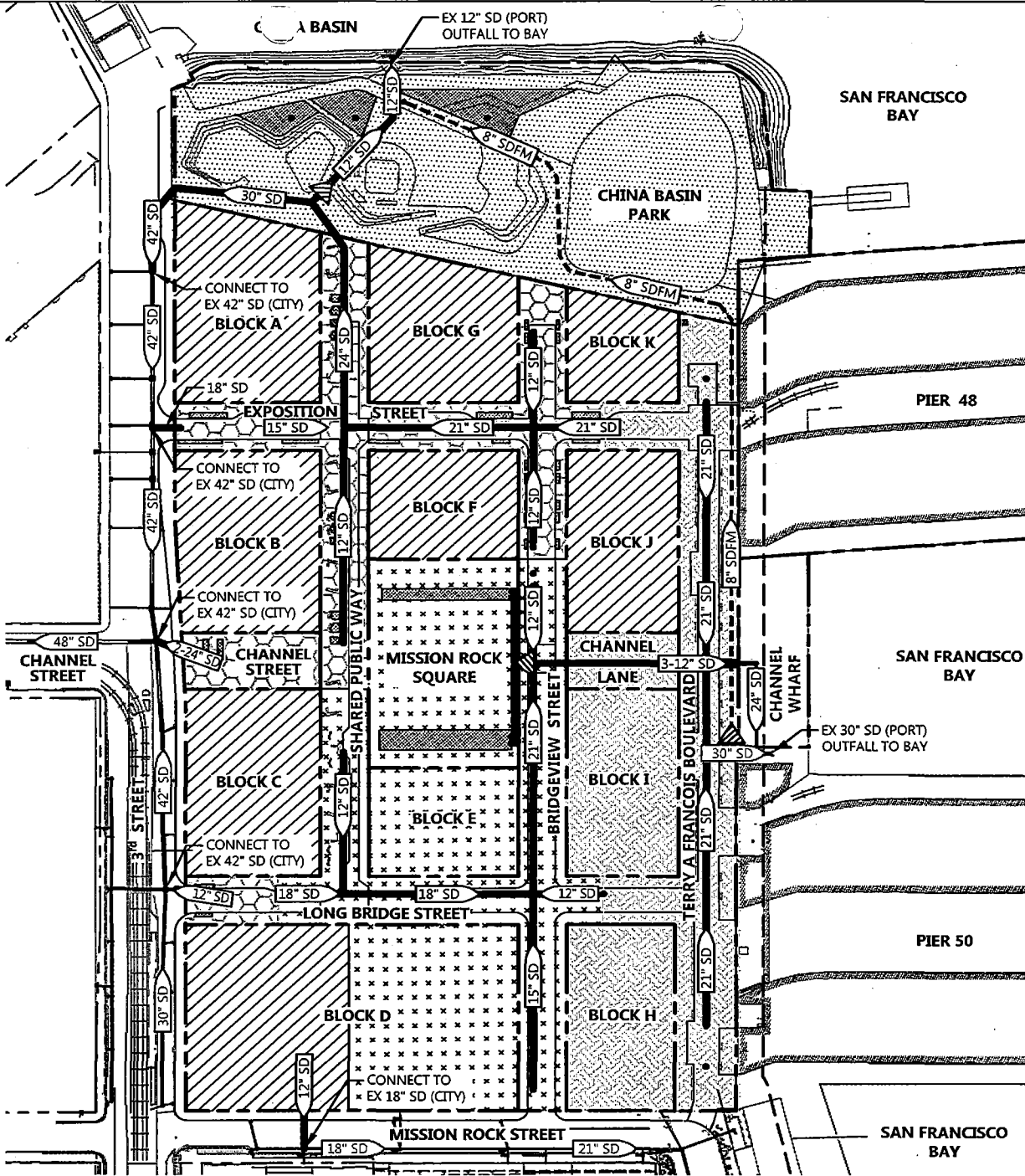
At all phases of the development, the Developer must provide functioning and adequate stormwater management in compliance with the SFPUC and Port's post-construction stormwater management requirements and the SMR. The Developer will be required to complete the review process with SFPUC

and Port to seek approval for the Preliminary SCP and Final SCP for each Development Phase. The street right-of-way and Park Improvement Plans must have Final SCP approval prior to issuance of the Street Improvement Permit (SIP). In addition, the Developer must complete the construction of the approved stormwater management and treatment improvements required for each development phase prior to receiving a Certification of Completion for the development phase.

Permanent or interim centralized stormwater management and treatment facilities necessary to achieve SMR compliance within a development phase will be constructed and operational prior to or in conjunction with that phase. Interim stormwater BMPs implemented as part of the on-site remediation will be preserved on undeveloped parcels. As required by the SFPUC and Regional Water Quality Control Board (RWQCB), the Developer will be responsible for constructing and maintaining interim stormwater management and treatment infrastructure, and ensuring such interim treatment facilities remain online and operating continuously until permanent BMP infrastructure is fully functional and operating.

Stormwater management and treatment systems, which may include bioretention areas, street flow-through planters, pump stations, and storage areas located on public or private property within the Project, will be constructed and maintained by the Acquiring Agency, Developer, or its Assignees, where applicable, per the terms of the DA and DDA, ICA, or separate MOU/MOA between the Port, City, and Developer.

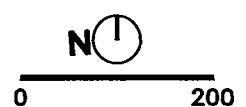
DRAWING NAME: \\BKF-SF\vol14\2008\080000_Mission_Rock\EMO\Exhibits\Infrastructure_Plan_Exhibits\Plotted_Sheets\Figure 16.1 Conceptual Stormwater Management Plan.dwg
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 PLOT DATE: 07-15-17
 SOURCE: BKF ENGINEERS, 07/2016



LEGEND

- PROPOSED PARCEL LINE
- EXISTING PARCEL LINE
- PROPOSED STORM DRAIN MANHOLE
- LOCALIZED STORMWATER TREATMENT AT DEVELOPMENT
- LOCALIZED STORMWATER TREATMENT AT STREETS
- PUMPED TO MISSION ROCK SQUARE FOR CENTRALIZED STORMWATER TREATMENT
- PUMPED TO CHINA BASIN PARK FOR CENTRALIZED STORMWATER TREATMENT
- DRAINED TO CHINA BASIN PARK FOR CENTRALIZED STORMWATER TREATMENT
- BIORETENTION AREA

TREATMENT PUMP STATION



17. DRY UTILITY SYSTEMS

17.1 Existing Electrical, Gas, and Communication Systems

The existing parking lot is bordered by overhead PG&E electrical lines on Terry A Francois Blvd, 3rd Street and Mission Rock Street. The SFPUC provides electrical service to existing facilities at Piers 48 and 50 using existing rights to the overhead PG&E lines serving Piers 48 and 50 and is responsible for invoicing the existing facilities. Existing street lighting and telecom infrastructure are also located along 3rd Street and Mission Rock Street. Site lighting is also located within the Project. 3rd Street serves as a municipal transportation route and contains multiple Overhead Contact System (OCS) lines, owned by SFMTA, which will be maintained during and after construction. Existing PG&E gas and AT&T, or other fiber providers, telecom lines, serving Piers 48 and 50 are located on Terry A Francois Blvd as well.

17.2 Project Power Providers and Requirements

Pursuant to Chapter 99.3 of the San Francisco Administrative Code, all leases and subleases on City property shall receive electric service from the SFPUC unless the SFPUC determines that such service is not feasible. In September 2016, the SFPUC notified the Port and the Developer of its intention to continue to be the electricity provider for the Project and the other Port properties in the vicinity, including Piers 48 and 50. The SFPUC shall prepare an assessment of the feasibility of the City providing electric service to the development (the "Feasibility Study"). The Developer will cooperate with SFPUC in SFPUC's preparation of the Feasibility Study. The Feasibility Study shall include, but not be limited to, the following: 1) electric load projection and schedule; 2) evaluation of existing electric infrastructure and new infrastructure that will be needed; 3) analysis of purchase and delivery costs for electric commodity as well as transmission and distribution services that will be needed to deliver power to the development; 4) the potential for load reduction through energy efficiency and demand response; 5) business structure cost analysis; and 6) financial and cost recovery period analysis. Should the City elect to provide electric service to the Project, such service shall be provided by the City on terms and conditions generally comparable to the electric service otherwise available to the Project. If the City determines that providing power services to the Project is infeasible, the developer will pursue PG&E or other power providers to serve the Project. Should the Project be served by SFPUC power, the Developer will enter into an Electric Service Agreement with the SFPUC.

17.3 Proposed Joint Trench

The proposed Joint Trench is identified schematically on Figures 17.1 and 17.2. Services and lighting will also be provided as required to China Basin Park and Mission Rock Square. Work necessary to provide the joint trench for dry utilities, typically installed within public streets and adjacent sidewalk area, consists of trench excavation and installation of conduit ducts for electrical, gas, and communication lines. In locations where public streets will be built upon structural piles, the joint trench utilities will be installed within the structured street section. Utility vaults, splice boxes, street lights and bases, wire and transformer allowance, and backfill will be included within the structured street section. Gas, Electric and power systems will be constructed per the applicable standards of the agency or company with controlling ownership of said facilities with street lighting infrastructure constructed per City standards. The utility owner/franchisee (such as SFPUC, PG&E, AT&T, Comcast and/or other communication companies) will be responsible for installing facilities such as transformers and wire. Necessary and properly authorized public utility improvements for which franchises are authorized by the City shall be designed and installed in the public right-of-way in accordance with permits approved by SFPDW and SFPUC. Proposed dry utility infrastructure location and separation from parallel wet utilities shall comply with the utility owner's regulations. Joint trenches or utility corridors will be utilized wherever allowed. The location and design of joint trenches or utility corridors in the public right-of-way must be approved by SFPDW and the SFPUC during the subdivision review process. The precise location of the joint trench in the right-of-way will be determined prior to recording the applicable Final Map and identified in the Project construction documents. Nothing in this Infrastructure Plan shall be deemed to preclude the Developer from seeking reimbursement for or causing others to obtain consent for the utilization of such joint trench facilities where such reimbursement or consent requirement is otherwise permitted by law.

17.4 Phases for Dry Utility Systems Construction

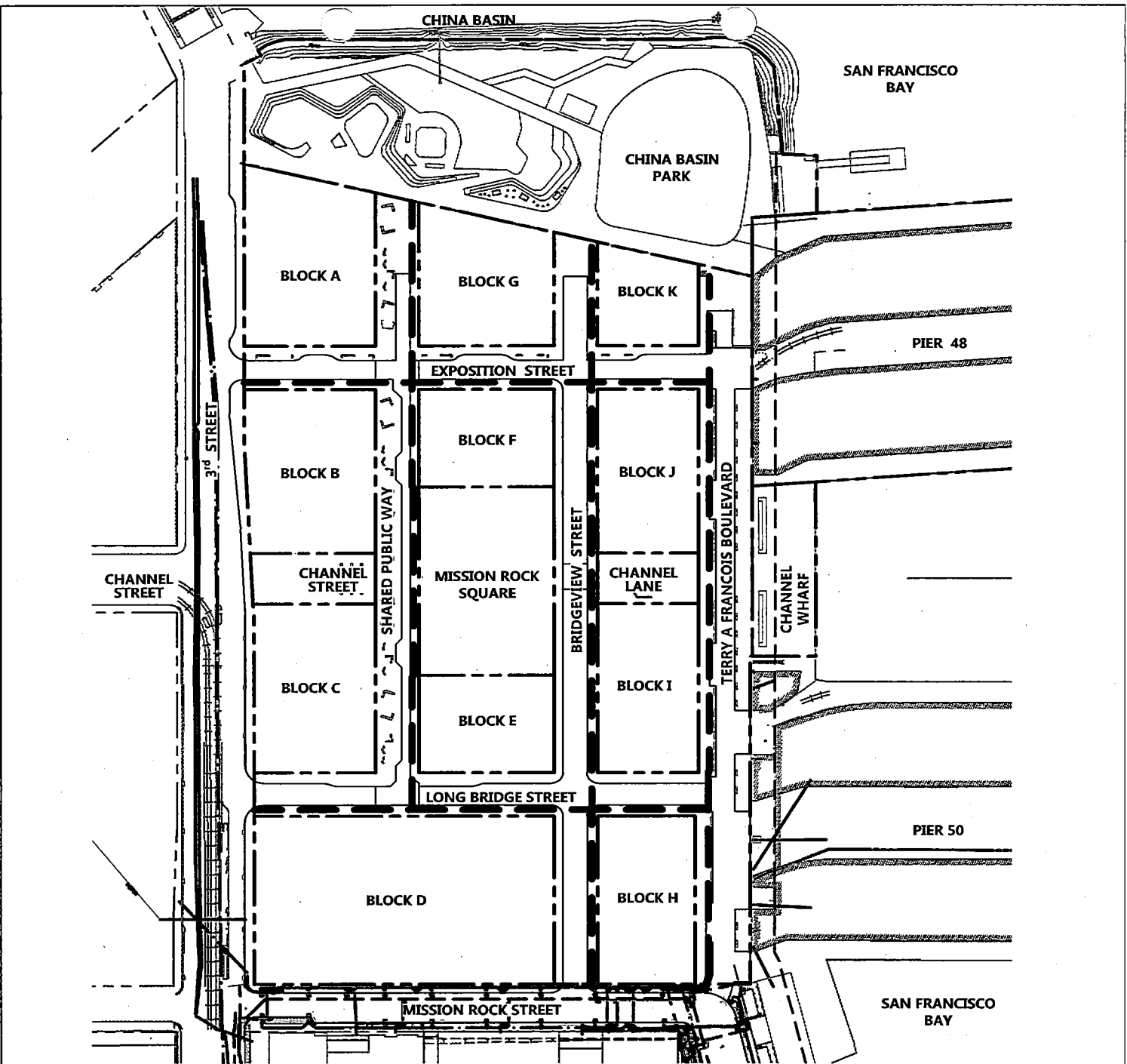
Joint trench design and installation will occur in phases based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the DA, DDA and ICA. The amount of existing system replaced and new infrastructure installed along Terry A Francois Blvd, 3rd Street and Mission Rock Street will be the minimum necessary to support the Development Phase and piers. The new infrastructure will connect to the existing systems as close to the proposed development as possible while maintaining the integrity of the existing system. Repairs and/or replacement of the existing facilities necessary to serve the Development Phase will be designed and

constructed by the Developer. Such phased dry utility installation will allow the existing utility services to remain in place as long as possible and reduce disruption of existing uses on the site and adjacent facilities. Temporary or interim electric or dry utility infrastructure may be constructed and maintained as necessary to support service to existing buildings.

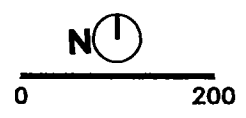
The service providers will be responsible for maintenance of existing facilities until replaced by the Developer. In the interim, the service provider is responsible for any power facilities installed under any agreement with the Developer and Acquiring Agency. The service provider will also be responsible for any new power facilities once the horizontal improvements for the Development phase or the new power facility is complete and accepted by the Acquiring Agency.

Impacts to improvements installed with previous Development Phases due to the designs of the new Development Phase will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the new Development Phase.

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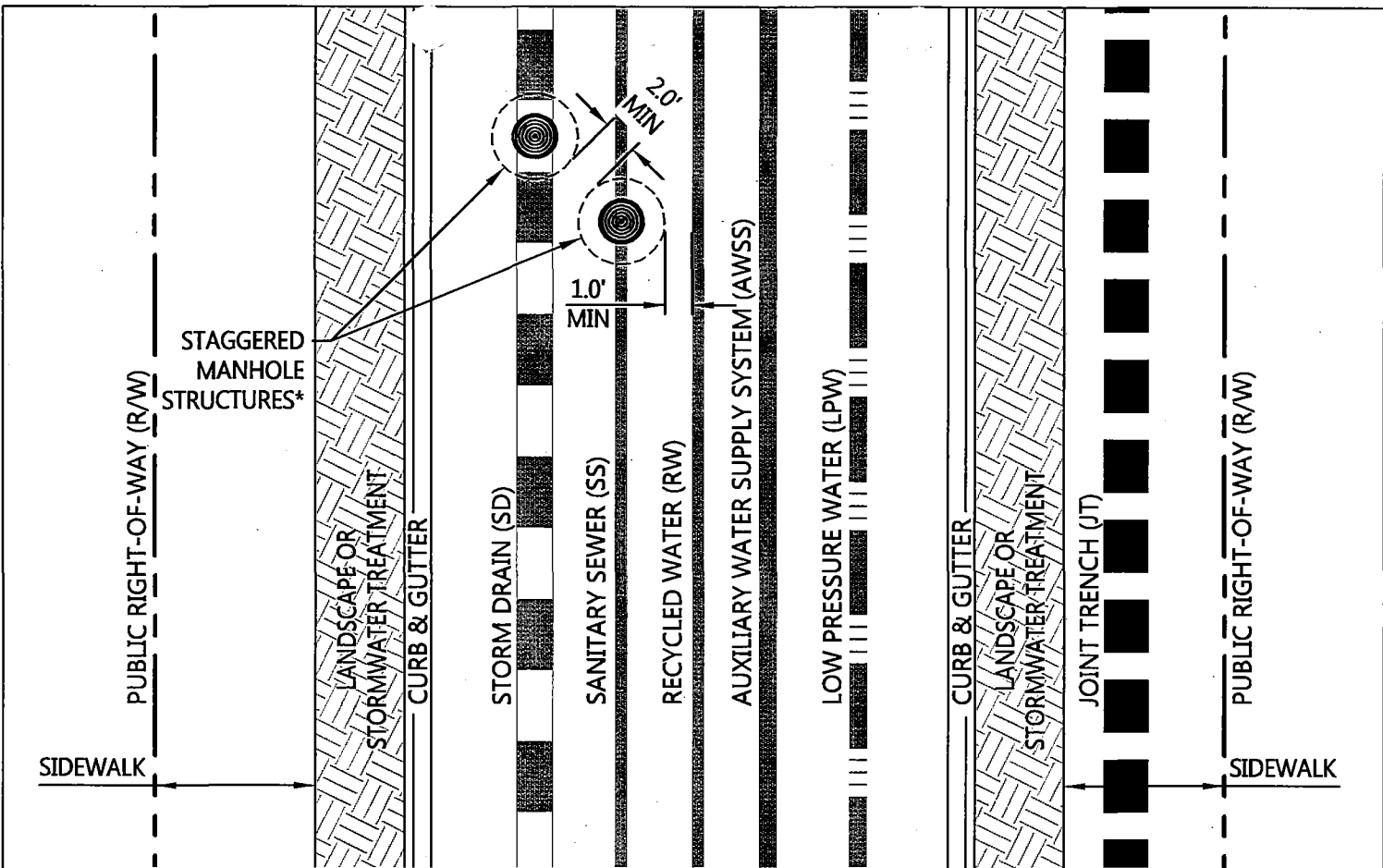


- LEGEND**
- PROPOSED PARCEL LINE
 - - - EXISTING PARCEL LINE
 - PROPOSED JOINT TRENCH
 - - - EXISTING ELECTRIC LINE
 - - - EXISTING JT LINE
 - EXISTING STREET LIGHT
 - EXISTING JT STRUCTURE
 - EXISTING ELECTRIC STRUCTURE

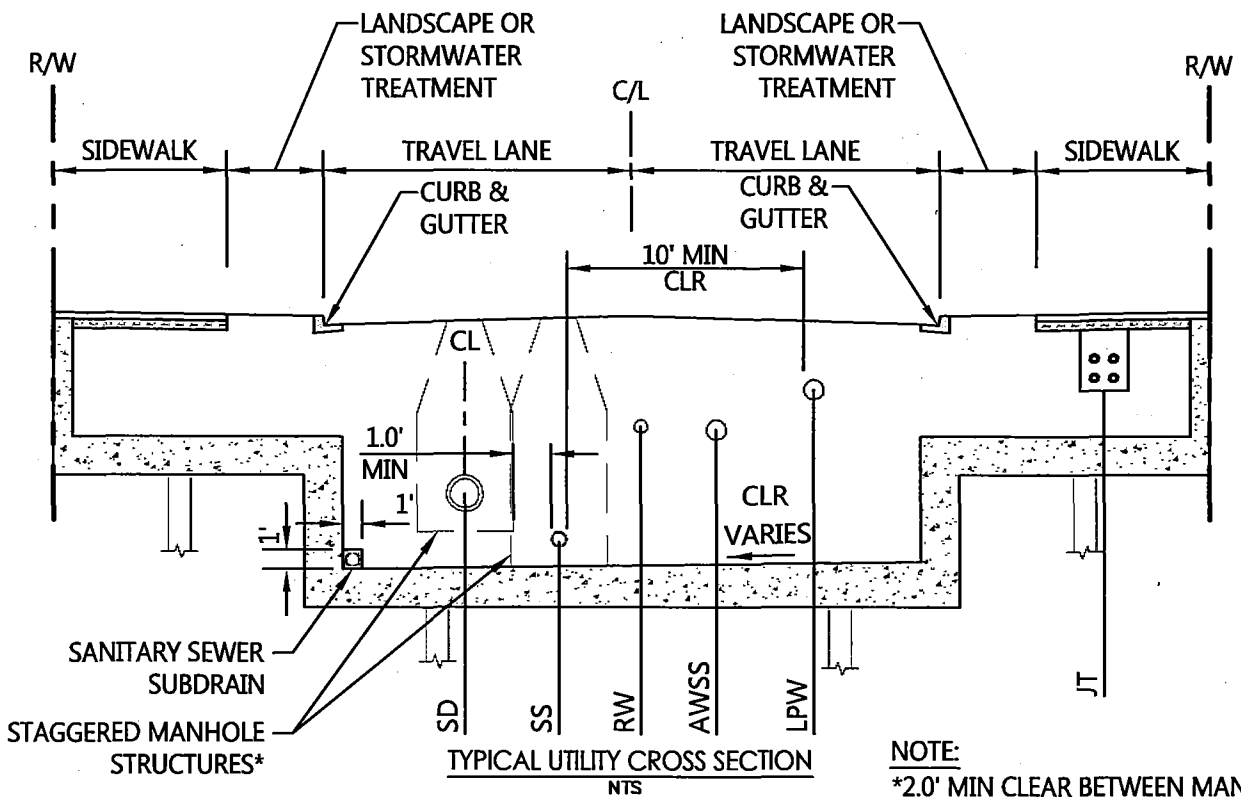


Source: BKF ENGINEERS, 07/2016

DRAWING NAME: \\vik1-sf\vol14\2008\080000_Mission Rock\ENG\Exhibits\Infrastructure Plan Exhibit\Plotted Sheets\Figure 11.2_14.2 Typical Utility Section.dwg
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 PLOTTED BY: vsk



TYPICAL STREETS
NTS



TYPICAL UTILITY CROSS SECTION
NTS

NOTE:
 *2.0' MIN CLEAR BETWEEN MANHOLE STRUCTURES, 1.0' MIN CLEAR FROM PIPE OD TO OUTSIDE MANHOLE STRUCTURE

Source: BRG ENGINEERS, 07/2016

**APPENDIX A
(Not Used)**

APPENDIX B
Hazardous Soil Remediation Plan Letter
September 12, 2011



Ash Creek Associates, Inc.

Environmental and Geotechnical Consultants

September 12, 2011

Jon Knorpp
Seawall Lot 337 Assoc., LLC
24 Willie Mays Plaza
San Francisco, CA 94107

Re: Mission Rock Development – Seawall Lot 337
San Francisco, California
1868-00

Dear Mr. Knorpp:

As requested, this letter outlines the anticipated steps to complete the environmental program related to potential hazardous substances in soil and groundwater at the subject site. Mission Rock Development is planning a mixed use development at Lot 337 in San Francisco, California (the Site). Figure 1 provides a Site Location Map. The Site is a former industrial property within the area subject to the requirements of Article 20 of the City and County of San Francisco Public Health Department Ordinance 253-86 (the Maher Ordinance). In addition, Covenant to Restrict Use of Property (Use Restrictions) were recorded in agreements between the City and County of San Francisco (City) and the California Department of Toxic Substance Control (DTSC) as a part of previous development of the Site. As described herein, these documents outline certain requirements that will need to be met prior to initiating the proposed site development.

BACKGROUND

Environmental investigations were performed at the Site in the 1990s when the Site was redeveloped for use as a parking lot and park. The scope of the investigations performed was developed to satisfy the requirements of the Maher Ordinance and to achieve site closure from the City and DTSC. Several documents were prepared documenting the scope and results of these investigations, including:

- Site Use History and Proposed Article 20 Sampling Program, Proposed Imperial Weitz Parking Lots South of China Basin Channel, San Francisco California prepared by Geomatrix Consultants, Inc. dated March 1999;
- Results of Article 20 Sampling Program and Health Risk Assessment, Proposed Imperial Weitz Parking Lots for the Giants Pacific Bell Ball Park Area e – Port of San Francisco, San Francisco California prepared by Geomatrix Consultants, Inc. dated June 1999;
- Preliminary Screening Evaluation, H&H Ship Service Company, San Francisco, California, prepared by Harding Lawson Associates dated September 14, 1995; and

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- RCRA Closure Certification Report, Former H&H Ship Service Company, San Francisco, California, prepared by Harding Lawson Associates dated February 4, 1999.

Copies of these reports can be obtained at the Port of San Francisco website at the following link:
<http://www.sf-port.org/index.aspx?page=44>

As part of the cleanup requirements to achieve site closure, a Soil Management Plan was prepared to detail methods and procedures for soil handling, stockpiling, disposal, and accessing to be used during and after site development. A copy of the Soil Management Plan is included as Attachment A to this letter. In addition, land use restrictions were described in the Use Restrictions and recorded in two agreements between the City and DTSC (one for the part of the Site that is South of Terry Francois Blvd and currently used as a parking lot and the second that is north of Terry Francois Blvd and is currently used as a park). A copy of each of the Use Restrictions are included as Attachment B to this letter. The Use Restrictions require, amongst other items, that Maher Ordinance assessments be performed if more than 50 cubic yards of soil are to be disturbed and a variance be obtained if the Site is to be developed for any of the uses listed as "restricted" in the Use Restriction.

ANTICIPATED ACTIVITIES TO ACHIEVE ENVIRONMENTAL CLEARANCES

Based on a review of the available documents and the Use Restrictions for the Site, the following actions are anticipated to achieve environmental clearances of potentially hazardous substances in soil or groundwater necessary to complete the site development.

- 1) Use Variance. The current Use Restrictions do not allow residential development at the Site. It is our understanding that some of the Site may be developed for high-density housing as a part of the proposed development. The intent of the Use Restrictions is to preclude single family home development and it appears that high-density housing is an acceptable use of the Site. However, a variance to the Use Restrictions may be needed. A meeting with the DTSC and the Port of San Francisco (Port) will be conducted to discuss the proposed development and identify whether a variance will be needed from the provisions in the Use Restrictions. If a variance is required, the variance will be developed and written in conjunction with the DTSC and the Port.
- 2) Mahe Ordinance. The Use Restrictions and City regulations require that the Maher Ordinance requirements be met prior to initiation of site development. Investigations satisfying the Maher Ordinance were performed in support of the previous development of the Site as a parking area and park. The investigations performed for the Maher Ordinance provided an understanding of both the soil and groundwater quality at the Site. A risk assessment was performed and did not identify unacceptable risk to construction workers or other receptors for that development. The scopes of the previous assessments are consistent with currently proposed site development and appear to be sufficient to meet the requirements of the Maher Ordinance. A meeting with the City and County of San Francisco Department of Public Health (DPH) will be conducted to discuss site conditions and the proposed development to illustrate how the previous investigations have collected the needed data to meet Maher Ordinance requirements for the new development.

If the DPH agrees that sufficient data has been collected to meet the Maher requirements for the Site, a report will be prepared that summarizes the proposed development and existing data for DPH review and approval to document that the Maher Ordinance requirements have been met. If the DPH does not agree and requests additional site data, a work plan will be prepared identifying the work scope and procedures to collect the data the DPH is requesting to meet the Maher Ordinance requirements. The work plan will be submitted to the DPH for review. Upon DPH approval of the work plan, the work scope will be completed and a results report prepared for submittal to DPH to achieve closure on the Maher Ordinance requirements. The DTSC will be kept apprised of the activities being performed to meet the Maher Ordinance to satisfy the requirements of the Use Restrictions.

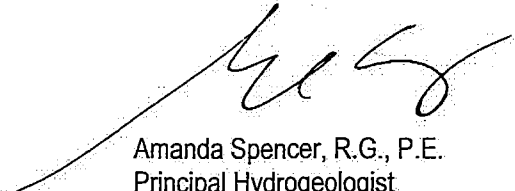


REMEDIATION PLAN

Based on our understanding of the Site, it is anticipated that site remediation will consist of implementation of a Soil Management Plan consistent to that previously developed for the Site (see Attachment A). The Soil Management Plan describes the methods and procedures for soil management during site construction and following site development, and maintenance of a site cover. Soil management during site construction will consist of dust control, erosion control, stockpile management, and appropriate soil disposal should excess soil be excavated during construction activities. If excess soil is generated, the excess soil would need to be profiled to determine appropriate disposal options. Based on chemical analysis results of soil samples collected from the Site, total metal and organic concentrations are less than the Total Threshold Limit Concentrations (TTLCs) for designation as California Hazardous Waste. However, additional solubility testing of some of the metals (e.g., lead) would likely be required by disposal facilities to better assess the waste profile for the soil. It is possible that the solubility of the lead using the Waste Extraction Test would exceed the Solubility Threshold Limit Concentrations (STLCs) of the state. The excess soil would then be profiled as California Hazardous waste and would need to be disposed of at the appropriately licensed landfill facility.

Please do not hesitate to contact me should you have any questions.

Sincerely,



Amanda Spencer, R.G., P.E.
Principal Hydrogeologist

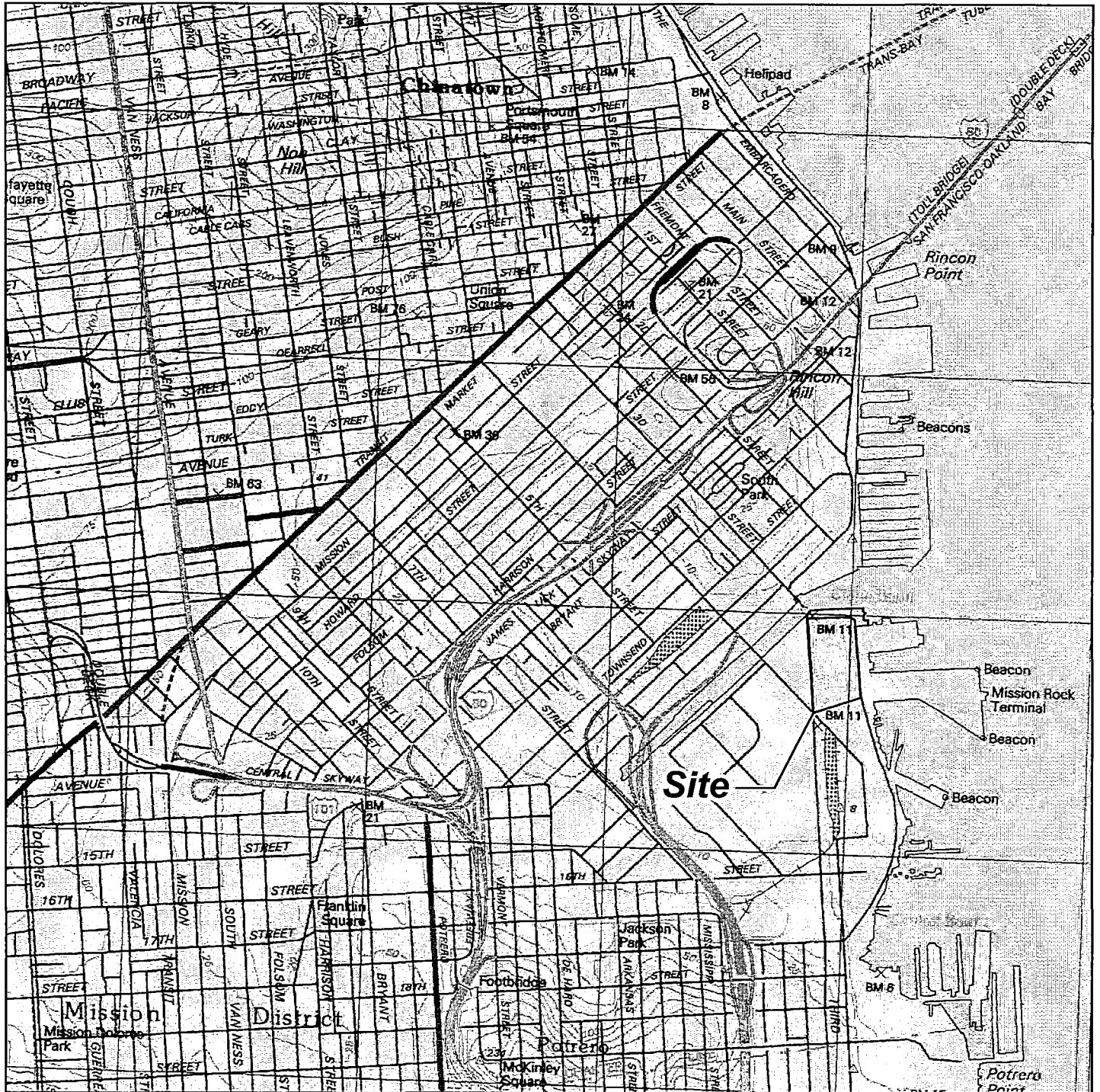
ATTACHMENTS

Figure 1 – Site Location Map

Attachment A – Soil Management Plan

Attachment B – Use Restriction





Note: Base map prepared from USGS 7.5-minute quadrangle of San Francisco North, CA, dated 1993 as provided by usgs.gov.



CALIFORNIA



0 2,000 4,000

Approximate Scale in Feet

Site Location Map

Mission Rock Development - Seawall Lot 337
San Francisco, California



Ash Creek Associates, Inc.
Environmental and Geotechnical Consultants

Project Number 1868-00

September 2011

Figure

1

Attachment A

Soil Management Plan



SOIL MANAGEMENT PLAN

Imperial Weitz Parking Lots for the Giants Pacific Bell Ball Park Area E - Port of San Francisco Property

San Francisco, California

Prepared for:

Imperial Weitz, LLC
800 Second Avenue, Suite 300
Des Moines, Iowa 50309

Prepared by:

Geomatrix Consultants, Inc.
2101 Webster Street, 12th Floor
Oakland, California 94612
(510) 663-4100

June 1999

Project No. 4952

Geomatrix Consultants

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SOIL MANAGEMENT PLAN
Imperial Weitz Parking Lots for the
Giants Pacific Bell Ball Park
Area E - Port of San Francisco Property
San Francisco, California

1.0 INTRODUCTION

Geomatrix Consultants, Inc. (Geomatrix) has prepared this Soil Management Plan (SMP) on behalf of Imperial Weitz, LLC for the proposed 14-acre parking lot for the Giants' Pacific Bell Ball Park. The proposed parking lot site is located south of China Basin Channel and east of Third Street in San Francisco, California (the site; Figure 1). The site is part of a total of approximately 36 acres of parking to be developed by Imperial Weitz south of China Basin Channel and has been referred to as Area E in previous environmental documents prepared by Geomatrix on behalf of Imperial Weitz.

2.0 BACKGROUND

Imperial Weitz is proposing to construct a paved parking lot on the site. A site history review, environmental investigation and risk evaluation were performed to meet Article 20 requirements and assess potential risks to construction worker and site visitor health associated with soil and groundwater quality at the site. The following summarizes the results of the site history review, environmental investigations, and risk assessment, and describes the proposed parking lot development.

2.1 SITE SETTING AND HISTORICAL USAGE

The approximately 19 acre site is currently owned by the Port of San Francisco (the Port). The subject area was originally marshlands and shallow tidal flats bordering San Francisco Bay. It was filled between 1877 and 1913; the source of the fill is unknown but likely included construction debris and rubble from the 1906 earthquake and cut material from nearby hills and construction areas.

Historical site uses include: railroad trackage and support structures for rail-related activities, parking and shipping, and truck maintenance. H&H Shipping Service Company, Inc. (H&H) occupied the northeastern corner of the site from 1950 to 1996. H&H used the area for vehicle parking and offices, and maintained a tank cleaning area and drum storage unit. No known underground storage tanks (USTs) have been identified on the site. Recently, the site has been

leased by multiple tenants. Tenant uses consist of a recycling center, an automobile sales center, the Mission Rock Recovery Center, a moving company, maritime offices, and automobile storage.

2.2 SITE INVESTIGATIONS

2.2.1 Previous Site Investigations

Burlington Northern Santa Fe Railway Company ("the Railroad") conducted Phase I and Phase II Environmental Assessments of property formerly operated by the Railroad located east of Third Street, between Sixteenth Street and China Basin Channel; this property included the western half of the site. The scope of the Railroad's investigations included one soil boring in the southern portion of the site. Soil samples were collected at depths of 0.5, 5, and 8 feet bgs and analyzed for total petroleum hydrocarbons as gasoline (TPHg), TPH as motor oil (TPHmo), lead, nickel, arsenic, chromium, cadmium, and zinc. Results of chemical analyses on these soil samples indicated that several metals were present at concentrations exceeding typical regional background concentrations (Geomatrix, March 1999).

In addition, HLA has performed an investigation of the former H&H Shipping parcel located in the northeast corner of the site (HLA; 1999). Seventeen soil samples were collected and analyzed for metals, TPH as diesel (TPHd), TPHg, oil and grease, volatile organic compounds (VOCs), polychlorinated biphenyls (PCBs), and polynuclear aromatic hydrocarbons (PNAs). Five groundwater samples were collected and one or more samples were analyzed for metals, TPHd, TPHg, benzene, toluene, ethylbenzene, xylenes [BTEX], PCBs, and PNAs. Several soil samples contained PNAs and metals; very low concentrations of some aromatic hydrocarbons and PCBs were detected in a few soil samples. The groundwater samples contained low to trace concentrations of several metals. Filtered groundwater samples did not contain PNAs; however, unfiltered samples contained low concentrations of several PNA compounds. PCBs and BTEX were not detected in the groundwater samples. Summary tables for the soil and groundwater analysis results of the H&H investigation are contained in Appendix A.

2.2.2 Recent Site Investigation

In April 1999, Geomatrix installed 8 soil borings and collected 16 soil samples (two soil samples per boring) and 2 groundwater samples (from 2 of the 8 locations) for chemical analysis. Sampling locations are illustrated on Figure 2. Primary chemicals detected in soil were PNAs and some metals (i.e., antimony, arsenic, copper, lead, nickel, and mercury). Soil sample results from the recent investigation are summarized in Tables 1 through 5. Several

metals were detected in groundwater; however, chemical concentrations were generally low to non-detect (Table 6). PNAs were not detected in the groundwater samples.

2.3 PROPOSED DEVELOPMENT

The proposed development for the subject area is asphalt paved parking. Two alternatives for storm drainage are being considered, as described below. Figures illustrating the two alternatives for the storm drainage system are contained in Appendix B.

Alternative 1

This alternative for the drainage system consists of a series of storm drainage lines and catch basins to collect and transport storm water from the parking lot site to the main City box culvert located on Channel Street, west of Fourth Street. During a 5 year storm event, the City system could reach capacity and overflows would result. Overflows from the parking lot site would be diverted to a small treatment plant to be located east of Fourth Street, near China Basin Channel. Under this alternative, Area E will be entirely paved with asphalt and surrounded by a 3- to 4-foot fence.

The catch basins will be installed in excavations with aerial dimensions of approximately 4 feet by 4 feet and extending to depths of 4 to 6 feet. Trenches will be excavated to install the piping; the trenches are anticipated to be approximately 2 to 3 feet wide and will extend between 4 to 6 feet below grade. Estimated maximum excavation depth for the piping system is 6 feet bgs. The parking area will be graded and bermed to enhance flow to each of the catch basins, and paved with asphaltic concrete.

Alternative 2

This alternative includes perimeter grassy drainage swales to collect and drain storm water overflows.

The parking area will contain a storm drain system to collect surface water runoff. The storm drain system will consist of a network of catch basins and drainage swales to collect storm water on the parking lot. The storm water will be conveyed through a series of pipes and the drainage swales to one point of discharge. The discharge pipe will collect into one main and flow into the City box sewer in Channel Street near Fourth Street.

The catch basins will be installed in excavations with aerial dimensions of approximately 4 feet by 4 feet and extending to depths of 4 to 6 feet. Trenches will be excavated to install the

pipings; the trenches are anticipated to be approximately 2 to 3 feet wide and will extend between 4 to 6 feet below grade. Estimated maximum excavation depth for the piping system is 6 feet bgs. The swales will be approximately 32 feet in width and 2 to 3 feet in depth. The swales will be covered with a geotextile fabric and grass. The parking area will be graded and bermed to enhance flow to each of the catch basins, and paved with asphaltic concrete.

2.4 RISK ASSESSMENT

A health risk assessment (HRA) was conducted to evaluate the potential human health risks associated with the presence of chemicals in soil and groundwater assuming future use of the site as a parking lot with grassy swales (Geomatrix, May 1999). Potential noncarcinogenic hazard indexes and theoretical lifetime excess cancer risks were estimated for future on-site construction workers and future on-site visitors assuming conservative estimates of human exposure. Future on-site construction workers may be exposed to chemicals in soil across the site to the depth required for installation of the storm drain system or in groundwater if encountered in excavation areas. Following construction, potential exposure to future on-site visitors would be limited to exposed soil in the grass-covered swale areas.

The results of the HRA indicate that the presence of chemicals in soil and groundwater at the site should not pose an unacceptable noncarcinogenic or carcinogenic risk to future on-site construction workers and visitors. A summary table for the HRA results is provided as Table 7. Based on these results, it was also concluded that potential risks to nearby residents during construction and future on-site maintenance workers and trespassers after construction would also not be of concern.

3.0 OBJECTIVES

As described above, the results of the HRA indicate that chemicals in site soil do not present an unacceptable human health risk. However, dust from a construction site can present a nuisance if not controlled. Likewise, erosion of on-site soil during construction activities can increase the turbidity of surface water run-off.

Therefore, the objectives of the SMP are to:

- provide guidelines for soil handling, stockpiling, dust and erosion minimization and, if needed, soil disposal during site construction activities for the proposed parking lot; and

- describe procedures for soil management following site construction for the duration of the use of the Site as a parking lot.

4.0 PROPOSED SOIL MANAGEMENT PROCEDURES

The following two sections describe the soil management procedures that will be implemented during and following site construction.

4.1 SOIL MANAGEMENT PROCEDURES FOR SITE CONSTRUCTION

The following procedures will be implemented during site construction activities to minimize dust and control erosion.

4.1.1 Dust Control

The dust control measures to be implemented at the site correspond to the PM₁₀ control measures recommended by the Bay Area Air Quality Management District (BAAQMD) in their California Environmental Quality Act Guidelines. These measures consist of:

- Water all active construction areas at least twice daily or as necessary to prevent visible dust plumes from migrating outside of the site limits.
- Mist or spray water while loading transportation vehicles.
- Minimize drop heights while loading transportation vehicles.
- Use tarpaulins or other effective covers for trucks carrying soils that travel on public streets.
- Pave, apply water 3 times daily, or apply non-toxic soil stabilizers on all unpaved access roads, parking areas, and staging areas.
- Sweep all paved access routes parking areas and staging areas daily, if visibly soiled.
- Sweep street daily if visible soil material is carried onto public streets from the site.

4.1.2 Erosion Control

A Stormwater Pollution Prevention Plan (SWPPP) will be developed by the site contractor prior to initiation of Site work that details procedures for minimizing erosion. The SWPPP will include elements such as silt traps and hay bales to minimize surface water runoff from the Site into storm drains or the San Francisco Bay, berms to control Site runoff, and covering soil stockpiles during the rainy season (November through March) to minimize sediment runoff.

4.1.3 Soil Stockpile Management

Temporary stockpiling of excavated soil may be necessary throughout site construction. Soil stockpiled at the Site will be lightly sprayed with water as needed to minimize dust. To the extent practical, the soil stockpiles will be covered with plastic sheeting or other similar material at times when not in active use. When a soil stockpile is uncovered during the rainy season, it will be surrounded by hay bales and/or silt traps to minimize sediment runoff.

4.1.4 Soil Disposal

Site development has been designed to minimize the generation of excess soil; therefore, soil requiring off-site disposal is not anticipated. Although not anticipated at this time, if excess soil is generated from the site, the excess soil will be profiled to determine appropriate disposal options. Handling and disposal of the soil will be conducted in accordance with all applicable state and federal laws.

Based on chemical analysis results of soil samples collected from the site, total metal and organic concentrations are less than the Total Threshold Limit Concentrations (TTLCs) for designation as California Hazardous Waste. However, additional solubility testing of some of the metals (e.g., lead) would likely be required by disposal facilities to better assess the waste profile for the soil.

4.1.5 Site Access Control

The construction site will be fenced to control pedestrian or vehicular entry, except at controlled points (i.e., gates). Gates will be closed and locked during non-construction hours. "No-trespassing" signs will be posted every 500 feet along the fencing.

4.2 SOIL MANAGEMENT FOLLOWING SITE DEVELOPMENT

Following site development, the soil will be covered by asphalt pavement or grass (in the swale areas) and it is unlikely that the soil will be accessed, with the exception of future maintenance work on subsurface utilities. The HRA assessed possible health risks to future maintenance workers at the parking lot and concluded that chemicals in soil at the site should not pose an unacceptable carcinogenic or noncarcinogenic risk (Geomatrix, May 1999). Soil management procedures during future site maintenance work requiring soil excavation will be as described in Section 4.1 of this SMP; if waste soil is generated, the soil will be disposed in accordance with the procedures described in Section 4.1.4.

5.0 MAINTENANCE OF SITE COVER

Procedures in this section are applicable only if Alternative 2 is selected for the storm drainage system.

Although the HRA concluded that soil in the grass-covered swale area would not present an unacceptable risk to human health for parking lot visitors or trespassers, it is prudent that the grass-covered swale areas be well maintained. Therefore, the swale areas will be inspected monthly during the baseball season, and quarterly during the off-season to visually observe the condition of the grass cover. Large areas of exposed soil (e.g., areas larger than several feet in diameter) should be reseeded as quickly as practical. A log of the parking area inspections ("Inspection Log") will be maintained at the site and will include written comments on the condition of the grass cover, areas requiring repairs, and repair dates.

Annual inspections of the paved parking areas will be performed to observe whether breaches in the pavement that may allow prolonged access to site soil are visible. If observed, the breach would be repaired such that the soil cover is maintained. Results of the annual inspections of the paved parking areas will be documented in the Inspection Log, described above.

6.0 CONTINGENCY PLAN

A Contingency Plan for this site is not warranted. The purpose of a Contingency Plan is to present response actions to an emergency situation. The results of the HRA indicate that exposure to site soil or groundwater while breaches in the pavement or grassy areas are being repaired would not present a situation requiring an emergency response.

7.0 HEALTH AND SAFETY GUIDELINES

A health and safety plan for site construction will be developed by the site contractor before initiation of the development activities. The results of the HRA indicate that the presence of chemicals in soil and groundwater at the site should not pose an unacceptable health risk to future construction workers or nearby receptors during construction or future maintenance workers, visitors or trespassers after construction. Therefore, a health and safety plan for known chemical hazards at the Site is not warranted, and the health and safety plan will focus on physical hazards. Additionally, contingency actions for encountering unanticipated buried hazards (e.g., drums, or other containers) will also be included in the health and safety plan.



8.0 FACILITY MAP

The final construction plan for the Site development is not complete. A copy of this plan will be forwarded to the SFDPH as an addendum to this SMP once it has been finalized.



9.0 REFERENCES

Geomatrix Consultants, Inc., 1999, Site Use History and Article 20 Sampling Program, March.

Harding Lawson Associates, 1999, RCRA Closure Certification Report, Former H&H Ship Service Facility, San Francisco, California, February 4.

TABLE 1
SUMMARY OF ANALYTICAL RESULTS
METALS DETECTED IN SOIL SAMPLES¹

Proposed Imperial Parking Area
 Area E - Port of San Francisco Property
 South of China Basin Channel, San Francisco, California

Concentrations are reported in milligrams per kilogram (mg/kg)

Sample I.D.	Sample Interval (feet bgs)	Antimony	Arsenic	Barium	Beryllium	Cadmium	Total Chromium	Cobalt	Copper	Lead	Mercury	Molybdenum	Nickel	Selenium	Silver	Thallium	Vanadium	Zinc
GMX-1-1.0	0.5 - 1.0	<5.0	<0.35	27	<5.0	<5.0	120	16	9.6	8.7	<0.1	<5.0	220	<5.0	<5.0	<5.0	36	37
GMX-1-4.5	4.5 - 5.0	<5.0	2.5	35	<5.0	<5.0	200	24	12	13	<0.1	<5.0	370	<5.0	<5.0	<5.0	20	32
GMX-2-1.0	0.5 - 1.0	<5.0	<0.35	170	<5.0	<5.0	62	15	50	220	0.13	<5.0	71	<5.0	<5.0	<5.0	49	150
GMX-2-4.5	4.5 - 5.0	<5.0	<0.35	160	<5.0	<5.0	91	17	31	54	<0.1	18	110	<5.0	<5.0	<5.0	40	83
GMX-3-1.0	0.5 - 1.0	33	64	84	<5.0	<5.0	35	12	93	250	0.28	<5.0	140	<5.0	<5.0	<5.0	20	250
GMX-3-4.5	4.5 - 5.0	15	7.7	76	<5.0	<5.0	110	14	44	98	0.23	<5.0	240	<5.0	<5.0	<5.0	24	130
GMX-4-1.0	0.5 - 1.0	<5.0	1.8	170	<5.0	<5.0	42	16	40	110	0.16	<5.0	100	<5.0	<5.0	<5.0	31	94
GMX-4-4.5	4.5 - 5.0	<5.0	<0.35	100	<5.0	<5.0	36	8.7	26	53	<0.1	<5.0	40	<5.0	<5.0	<5.0	27	60
GMX-5-1.0	0.5 - 1.0	<5.0	0.47	26	<5.0	<5.0	21	<5.0	7.1	42	<0.1	<5.0	20	<5.0	<5.0	<5.0	17	69
GMX-5-7.0	4.5 - 5.0	<5.0	2.5	47	<5.0	<5.0	11	<5.0	13	60	0.57	<5.0	12	<5.0	<5.0	<5.0	12	35
GMX-6-1.0	0.5 - 1.0	<5.0	<0.35	360	<5.0	<5.0	17	12	66	17	<0.1	<5.0	21	<5.0	<5.0	<5.0	28	40
GMX-6-4.5	4.5 - 5.0	<5.0	<0.35	210	<5.0	<5.0	43	14	46	62	0.18	<5.0	59	<5.0	<5.0	<5.0	29	55
GMX-7-1.0	0.5 - 1.0	<5.0	10	160	<5.0	<5.0	21	5.3	93	290	5.7	<5.0	28	<5.0	<5.0	<5.0	17	320
GMX-7-5.0	4.5 - 5.0	<5.0	<0.35	180	<5.0	<5.0	87	21	35	750	<0.1	<5.0	250	<5.0	<5.0	<5.0	29	160
GMX-8-1.0	0.5 - 1.0	<5.0	<0.35	680	<5.0	<5.0	21	32	130	18	<0.1	<5.0	34	<5.0	<5.0	<5.0	40	49
GMX-8-4.5	4.5 - 5.0	<5.0	5	100	<5.0	<5.0	6.8	<5.0	21	61	<0.1	<5.0	9.1	<5.0	<5.0	<5.0	12	41
Background ²		5.5	19.1	323	1	2.7	99	22	69	16	0.4	7.4	120	5.6	1.8	27	74	106
95% UTL		25.7	45.7	572.3	5.0	5.0	190.0	32.8	133.1	602.0	4.0	14.0	379.8	5.0	5.0	5.0	53.7	311.7
95% UTL > Background?		Yes	Yes	Yes	NA	NA	Yes	Yes	Yes	Yes	Yes	Yes	Yes	NA	NA	NA	No	Yes

Note:

¹ Soil samples collected by Geomatrix Consultants, Inc. and analyzed by Entech Analytical Laboratories of Sunnyvale, California, for Title 22 metals using EPA Methods 6000/7000 Series.

² Background = Lawrence Berkeley National Laboratory, 1995.

Abbreviations:

feet bgs = feet below ground surface.

< = analyte not detected at or above method detection limit shown.

NA = not applicable; sample results below detection limit reported by the analytical laboratory.

95% UTL = 95 percent upper tolerance limit.

TABLE 2
SUMMARY OF ANALYTICAL RESULTS
VOLATILE ORGANIC COMPOUNDS DETECTED IN SOIL SAMPLES¹
 Proposed Imperial Parking Area
 Area E - Port of San Francisco Property
 South of China Basin Channel, San Francisco, California
 Concentrations are reported in milligrams per kilogram (mg/kg)

Sample I.D.	Sample Interval (feet bgs)	Toluene	Ethylbenzene	Xylenes	1,2,4-Trimethylbenzene
GMX-1-1.0	0.5 - 1.0	0.030	<0.005	0.029	0.010
GMX-1-4.5	4.5 - 5.0	0.008	<0.005	<0.005	<0.005
GMX-2-1.0	0.5 - 1.0	0.013	<0.005	0.009	0.005
GMX-2-4.5	4.5 - 5.0	0.007	<0.005	<0.005	<0.005
GMX-3-1.0	0.5 - 1.0	0.014	<0.005	0.006	<0.005
GMX-3-4.5	4.5 - 5.0	0.023	<0.005	0.018	0.014
GMX-4-1.0	0.5 - 1.0	0.020	<0.005	0.030	<0.005
GMX-4-4.5	4.5 - 5.0	<0.005	<0.005	<0.005	<0.005
GMX-5-1.0	0.5 - 1.0	0.027	<0.005	0.014	0.008
GMX-5-7.0	4.5 - 5.0	<0.005	<0.005	<0.005	<0.005
GMX-6-1.0	0.5 - 1.0	0.037	<0.005	0.056	0.036
GMX-6-4.5	4.5 - 5.0	<0.005	<0.005	<0.005	<0.005
GMX-7-1.0	0.5 - 1.0	0.008	<0.005	0.009	<0.005
GMX-7-5.0	4.5 - 5.0	0.021	<0.005	0.009	<0.005
GMX-8-1.0	0.5 - 1.0	<0.005	0.023	0.046	<0.005
GMX-8-4.5	4.5 - 5.0	0.008	<0.005	0.010	<0.005

Note:

¹ Soil samples collected by Geomatrix Consultants, Inc. and analyzed by Entech Analytical Laboratories of Sunnyvale, California, for VOCs using EPA Method 8260B.

Abbreviations:

feet bgs = feet below ground surface.

<= indicates result less than the laboratory detection limit indicated.

VOCs = volatile organic compounds.

TABLE 3
SUMMARY OF ANALYTICAL RESULTS
POLYNUCLEAR AROMATIC COMPOUNDS DETECTED IN SOIL SAMPLES¹

Proposed Imperial Parking Area
 Area E - Port of San Francisco Property
 South of China Basin Channel, San Francisco, California

Concentrations are reported in milligrams per kilogram (mg/kg)

Sample I.D.	Sample Interval (feet bgs)	Acenaph-thene	Acenaph-ethylene	Anthra-cene	Benzo(a) anthra-cene	Benzo(b) fluor-anthene	Benzo(k) fluor-anthene	Benzo (g,h,i) perylene	Benzo(a) pyrene	Chrysene	Dibenzo (a,h) anthra-cene	Fluor-anthene	Fluorene	Indeno (1,2,3-cd) pyrene	Naph-thalene ²	Phenan-threne	Pyrene
GMX-1-1.0	0.5 - 1.0	<0.04	<0.04	<0.04	<0.04	<0.002	<0.04	<0.04	<0.04	0.089	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	0.058
GMX-1-4.5	4.5 - 5.0	<0.01	<0.01	0.023	<0.01	0.029	<0.01	<0.01	<0.01	<0.01	<0.01	0.025	<0.01	<0.01	<0.01	0.024	0.029
GMX-2-1.0	0.5 - 1.0	<0.02	0.024	0.103	0.141	<0.002	<0.02	<0.02	<0.02	0.08	<0.02	0.363 ³	<0.02	<0.02	<0.02	0.105	0.415 ³
GMX-2-4.5	4.5 - 5.0	<0.002	0.0024	0.0066	0.022	0.022	0.0048	<0.002	<0.002	0.011	<0.002	0.023	<0.002	<0.002	0.0058	0.0068	0.025
GMX-3-1.0	0.5 - 1.0	<0.02	<0.02	0.078	0.114	<0.002	<0.02	<0.02	<0.02	0.064	<0.02	0.169	<0.02	<0.02	<0.02	0.08	0.16
GMX-3-4.5	4.5 - 5.0	<0.01	<0.01	<0.01	0.025	0.04	<0.01	<0.01	<0.01	0.014	<0.01	0.036	<0.01	<0.01	<0.01	0.024	0.045
GMX-4-1.0	0.5 - 1.0	<0.04	<0.04	<0.04	0.072	<0.04	<0.04	<0.04	<0.04	0.061	<0.04	0.142	<0.04	<0.04	<0.04	0.071	0.183
GMX-4-4.5	4.5 - 5.0	0.053	0.107	0.129	<0.02	<0.2	<0.2	<0.2	0.295	0.18	<0.2	0.628 ⁴	<0.02	<0.2	0.057	0.668 ⁴	0.777 ⁴
GMX-5-1.0	0.5 - 1.0	<0.02	<0.02	<0.02	<0.002	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	0.032	<0.02	<0.02	<0.02	0.02	0.034
GMX-5-7.0	4.5 - 5.0	<0.002	<0.002	0.026	<0.002	<0.002	<0.002	<0.002	<0.002	0.004	<0.002	0.011	<0.002	<0.002	<0.002	0.026	0.013
GMX-6-1.0	0.5 - 1.0	<0.04	<0.04	<0.04	0.205	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	0.046	<0.04	<0.04	<0.04	0.06	0.107
GMX-6-4.5	4.5 - 5.0	<0.01	<0.01	0.029	0.122	0.1	0.023	0.038	0.072	0.056	<0.01	0.11	<0.01	0.042	<0.01	0.029	0.111
GMX-7-1.0	0.5 - 1.0	<0.02	<0.02	0.024	0.187	<0.02	<0.02	<0.02	<0.02	0.098	<0.02	0.196	<0.02	<0.02	<0.02	0.194	0.224
GMX-7-5.0	4.5 - 5.0	<0.01	<0.01	<0.01	0.031	<0.01	<0.01	<0.01	<0.01	<0.04	<0.01	<0.01	<0.01	<0.01	<0.04	0.072	<0.01
GMX-8-1.0	0.5 - 1.0	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	0.288	<0.04	<0.04	0.095	0.156	0.374
GMX-8-4.5	4.5 - 5.0	0.019	0.078	<0.01	0.314 ⁴	0.457 ⁴	<0.01	<0.01	<0.01	0.323 ⁴	<0.01	0.772 ⁴	<0.01	<0.01	<0.01	0.288 ⁴	0.680 ⁴

Notes:

¹ Soil samples collected by Geomatrix Consultants, Inc. and analyzed by Advanced Technology Laboratories of Signal Hill, California, for PNAs using EPA Method 8270 SIMS.

² Detected concentration reported as part of EPA Method 8260.

³ Results reported from a 1:100 dilution.

⁴ Results reported from a 1:50 dilution.

Abbreviations:

feet bgs = feet below ground surface.

< = indicates result less than the laboratory detection limit indicated.

PNAs = polynuclear aromatic hydrocarbons.

TABLE 4
SUMMARY OF ANALYTICAL RESULTS
OTHER MAHER PARAMETERS¹

Proposed Imperial Parking Area
 Area E - Port of San Francisco Property
 South of China Basin Channel, San Francisco, California

Concentrations are reported in milligrams per kilogram (mg/kg) unless noted

Sample I.D.	Sample Interval (feet bgs)	Asbestos	Cyanide	Fluoride	Total Sulfide	pH (no units)	FID (ppmv)
GMX-1-1.0	0.5 - 1.0	<1%	<0.5	<0.5	<0.5	8.4	0
GMX-1-4.5	4.5 - 5.0	NA	NA	NA	NA	NA	
GMX-2-1.0	0.5 - 1.0	NA	NA	NA	NA	NA	100
GMX-2-4.5	4.5 - 5.0	<1%	NA	NA	NA	9.4	
GMX-3-1.0	0.5 - 1.0	NA	NA	NA	NA	NA	0
GMX-3-4.5	4.5 - 5.0	<1%	<0.5	<0.5	<0.5	8.8	
GMX-4-1.0	0.5 - 1.0	<1%	NA	NA	NA	9.4	100
GMX-4-4.5	4.5 - 5.0	NA	NA	NA	NA	NA	
GMX-5-1.0	0.5 - 1.0	<1%	<0.5	<0.5	<0.5	9.1	100
GMX-5-7.0	4.5 - 5.0	NA	NA	NA	NA	NA	
GMX-6-1.0	0.5 - 1.0	NA	NA	NA	NA	NA	1100
GMX-6-4.5	4.5 - 5.0	<1%	NA	NA	NA	9.2	
GMX-7-1.0	0.5 - 1.0	NA	NA	NA	NA	NA	10
GMX-7-5.0	4.5 - 5.0	<1%	<0.5	<0.5	<0.5	9.2	
GMX-8-1.0	0.5 - 1.0	<1%	NA	NA	NA	7.7	150
GMX-8-4.5	4.5 - 5.0	NA	NA	NA	NA	NA	

Note:

¹ Soil samples collected by Geomatrix Consultants, Inc. and analyzed for pH, cyanide, total sulfide, fluoride, and asbestos using EPA Methods 9045, 9010, 9030, and 340.2M, and polarized light microscopy. Analyses performed by Entech Analytical Laboratories, Inc. of Sunnyvale, California (pH and fluoride), Advanced Technology Laboratories of Signal Hill, California (cyanide and total sulfide), and EMSL Analytical, Inc. of Milpitas, California (asbestos).

Abbreviations:

feet bgs = feet below ground surface.

< = analyte not detected at or above method detection limit shown.

NA = not analyzed.

FID = flame ionization detector.

ppmv = parts per million vapor.

TABLE 5
SUMMARY OF ANALYTICAL RESULTS
METALS DETECTED IN GRAB GROUNDWATER SAMPLES¹
 Proposed Imperial Parking Area
 Area E - Port of San Francisco Property
 South of China Basin Channel, San Francisco, California

Concentrations are reported in milligrams per liter (mg/l)

Sample I.D.	Sb	Ar	Ba	Be	Cd	Cr.Total	Co	Cu	Pb	Hg	Mo	Ni	Se	Ag	Tl	V	Zn
GMX-1 ²	0.092/ 0.1	<0.005	0.1	<0.004	<0.005	<0.005	<0.005	<0.005	<0.015	<0.0005	0.018/ 0.02	0.010/ 0.011	<0.015	<0.005	<0.002	<0.010	0.014
GMX-5	<0.005	<0.005	1.7	<0.004	<0.005	0.006	0.008	<0.005	<0.015	<0.0005	0.051	0.006	<0.015	0.034	<0.002	<0.010	0.025

Notes:

¹ Soil samples collected by Geomatrix Consultants, Inc. and analyzed by Entech Analytical Laboratories, of Sunnyvale, California for Title 22 metals using EPA Methods 6000/7000 Series.

² Second result from duplicate sample GMX-11.

Abbreviation:

< = indicates result less than the laboratory detection limit indicated.

Sb = Antimony

Ar = Arsenic

Ba = Barium

Be = Beryllium

Cd = Cadmium

Cr Total = Total Chromium

Co = Cobalt

Cu = Copper

Pb = Lead

Hg = Mercury

Mo = Molybdenum

Ni = Nickel

Se = Selenium

Ag = Silver

Tl = Thallium

V = Vanadium

Zn = Zinc



TABLE 6

SUMMARY OF HEALTH RISK ASSESSMENT RESULTS

Proposed Imperial Weitz Parking Lot Areas

Area E - Port of San Francisco Property

South of China Basin Channel, San Francisco, California

Noncancer Hazard Indexes

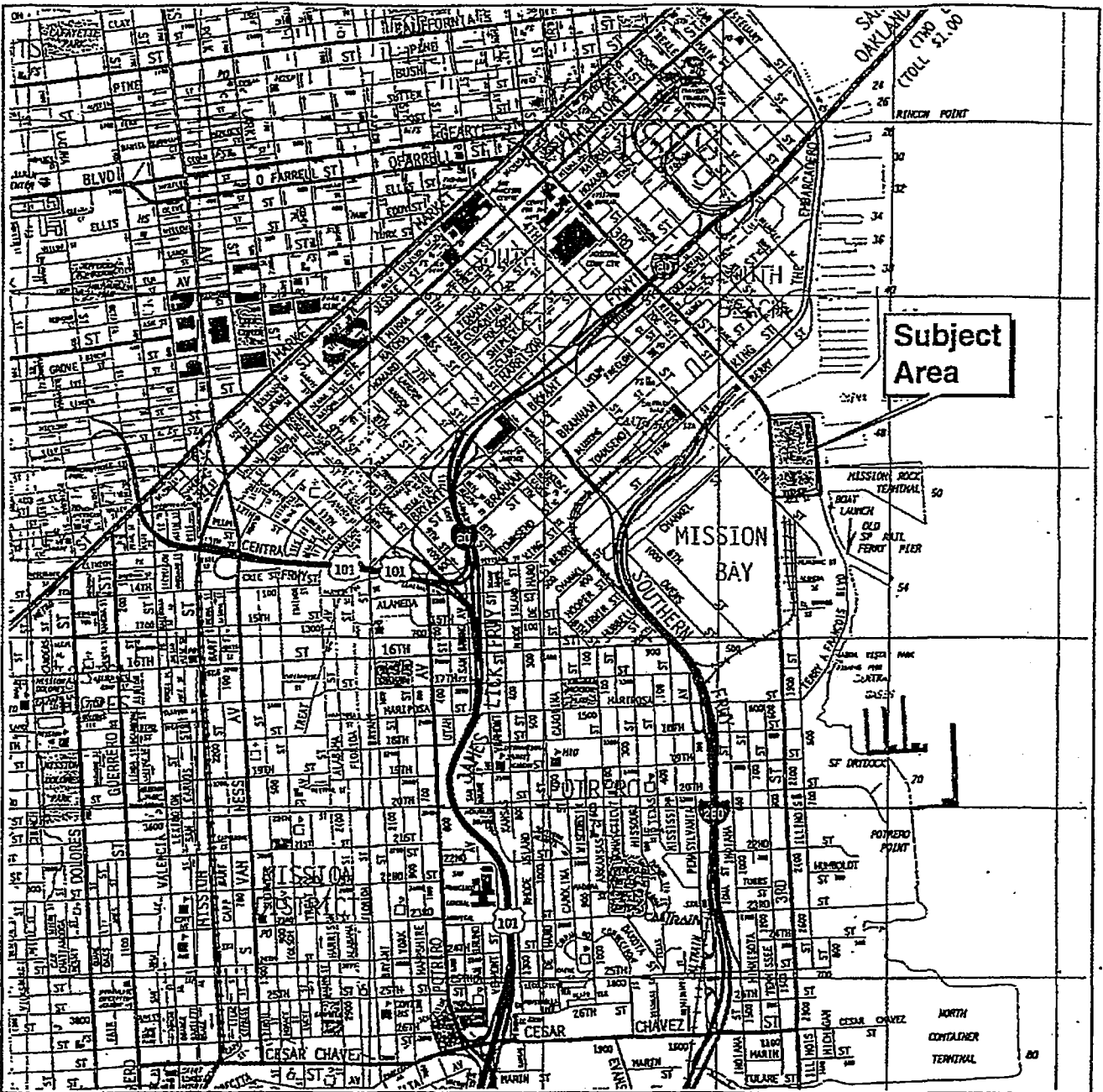
Scenario	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Particulates	Dermal Contact with Groundwater	Hazard Index
Future On-site Construction Worker	6E-02	2E-03	8E-04	7E-03	7E-02
Future On-site Visitor	1E-02	5E-03	7E-07	NA	1E-02

Theoretical Lifetime Excess Cancer Risks

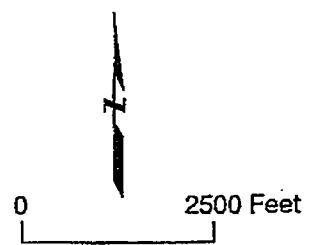
Scenario	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Particulates	Dermal Contact with Groundwater	Excess Cancer Risk
Future On-site Construction Worker	3E-07	1E-08	7E-08	4E-06	4E-06
Future On-site Visitor	5E-07	3E-07	9E-10	NA	8E-07

Note:

NA = Not applicable

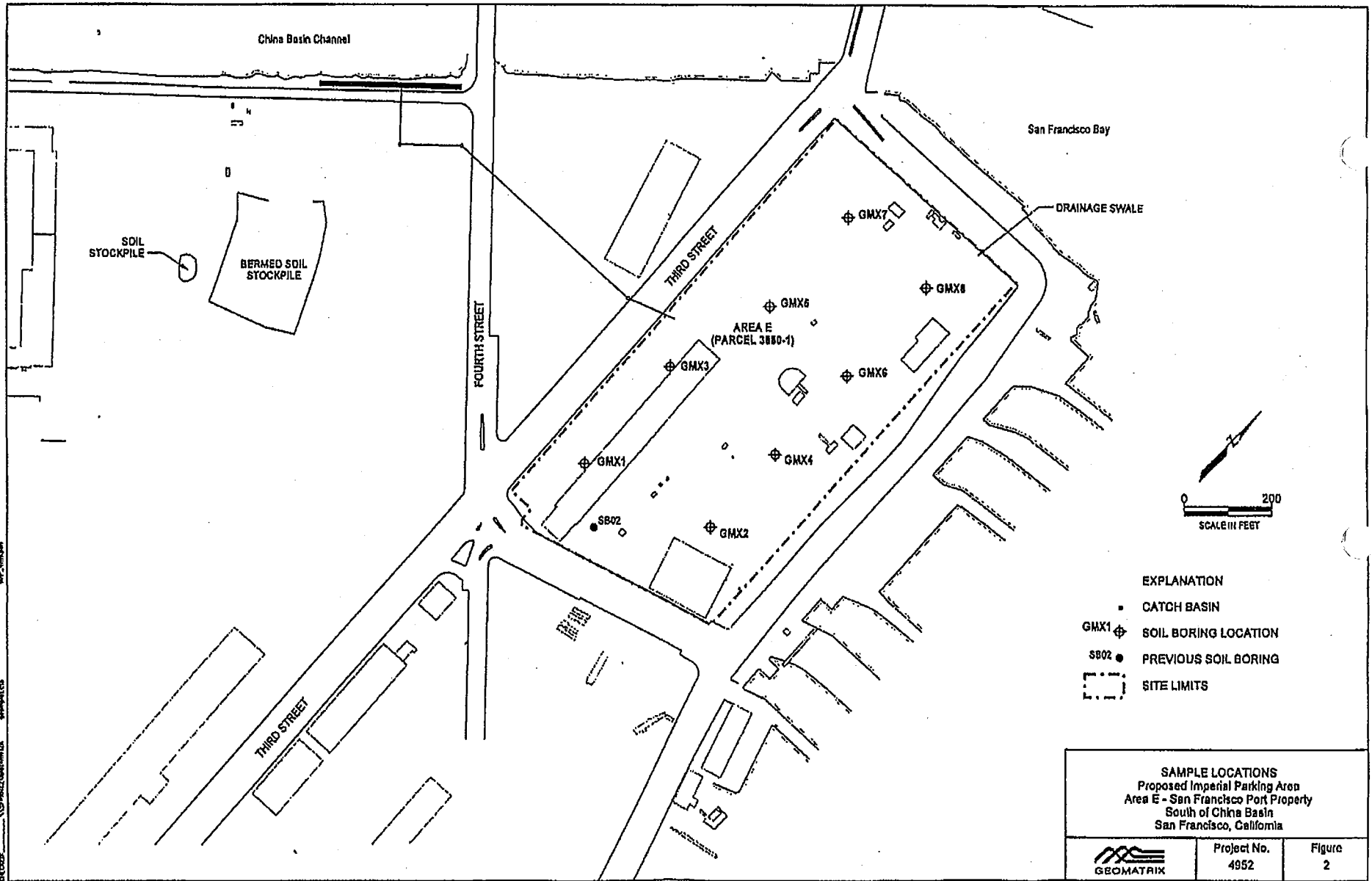


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SITE LOCATION MAP
 Proposed Imperial Parking Area
 Area E - San Francisco Port Property
 South of China Basin
 San Francisco, California

Figure
 1
 Project No.
 4952



28 JAN 2018 09:22 AM
 P:\PROJECTS\4952\GIS\Map\Map_2.dwg
 1:5000
 1/18/2018 9:22 AM
 1/18/2018 9:22 AM



APPENDIX A

Data Summaries from Previous Investigations

**Table 4. Summary of Chemicals Detected In Soil
Tank Cleaning Area, Container Storage Unit, and Solidification Unit
H & H Ship Service Company
San Francisco, California**

Analyte	Units	Number of Detections	Number of Analyses	Frequency of Detection	Minimum Detected Conc.	Maximum Detected Conc.	Location of Maximum Conc.
Inorganics							
Arsenic	mg/kg	16	17	94%	ND	9.2E+01	3TCA-008
Barium	mg/kg	17	17	100%	3.8E+01	6.5E+02	12SB-023
Cadmium	mg/kg	1	17	6%	ND	5.3E-01	3TCA-008
Chromium	mg/kg	17	17	100%	7.3E+00	7.0E+01	1TCA-001
Cobalt	mg/kg	17	17	100%	3.8E+00	4.0E+01	3TCA-007
Copper	mg/kg	17	17	100%	8.9E+00	1.4E+02	10CSU-021
Lead	mg/kg	18	17	94%	ND	2.1E+02	1TCA-001
Mercury	mg/kg	18	17	94%	ND	4.8E-01	2TCA-005
Nickel	mg/kg	17	17	100%	1.3E+01	3.2E+02	6TCA-014
Silver	mg/kg	3	17	18%	ND	3.0E+00	3TCA-007
Thallium	mg/kg	11	17	65%	ND	1.1E+01	1TCA-001
Vanadium	mg/kg	17	17	100%	1.8E+01	4.8E+01	5TCA-013
Zinc	mg/kg	17	17	100%	3.2E+01	2.5E+02	4TCA-011
Petroleum							
Oil and Grease (Total)	mg/kg	17	17	100%	1.1E+02	6.4E+03	4TCA-011
Oil and Grease (Non-Polar)	mg/kg	18	17	94%	ND	5.0E+03	3TCA-007
TPH-Diesel	mg/kg	17	17	100%	5.0E+00	2.1E+03	4TCA-011
TPH-Gasoline	mg/kg	4	17	24%	ND	1.0E+02	4TCA-011
Toluene	mg/kg	17	17	100%	1.2E-02	1.3E+00	3TCA-007
Ethylbenzene	mg/kg	3	17	18%	ND	6.3E-01	4TCA-011
Xylene	mg/kg	6	17	35%	ND	9.3E+00	4TCA-011
PCBs							
Aroclor 1018	mg/kg	2	17	12%	ND	1.0E-01	5TCA-013
Aroclor 1254	mg/kg	7	17	41%	ND	2.4E-01	5TCA-013
Aroclor 1260	mg/kg	3	17	18%	ND	5.5E-01	5TCA-013
PAHs							
Acenaphthene	mg/kg	2	17	12%	ND	9.3E-01	8CSU-018
Acenaphthylene	mg/kg	3	17	18%	ND	1.5E+00	8CSU-018
Anthracene	mg/kg	5	17	29%	ND	3.1E+00	8CSU-018
Benz(a)anthracene	mg/kg	11	17	65%	ND	2.4E+00	8CSU-018
Benzo(b,k)fluoranthene	mg/kg	11	17	65%	ND	2.6E+00	8CSU-018
Benzo(a)pyrene	mg/kg	10	17	59%	ND	1.8E+00	8CSU-018
Benzo(g,h,i)perylene	mg/kg	10	17	59%	ND	6.6E-01	8CSU-018
Chrysene	mg/kg	11	17	65%	ND	2.3E+00	8CSU-018
Dibenz(a,h)anthracene	mg/kg	7	17	41%	ND	3.7E-01	8CSU-018
Fluoranthene	mg/kg	14	17	82%	ND	4.3E+00	8CSU-018
Fluorene	mg/kg	5	17	29%	ND	3.7E+00	8CSU-018
Indeno(1,2,3-cd)pyrene	mg/kg	9	17	53%	ND	7.0E-01	8CSU-018
Naphthalene	mg/kg	5	17	29%	ND	2.5E+00	4TCA-011
Phenanthrene	mg/kg	15	17	88%	ND	6.3E+00	8CSU-018
Pyrene	mg/kg	15	17	88%	ND	4.7E+00	8CSU-018

mg/kg Milligrams per kilogram.
Note: Only detected compounds are listed.

**Table 6. Summary of Chemicals Detected in Groundwater
Tank Cleaning Area, Container Storage Unit, and Solidification Unit
H & H Ship Service Company
San Francisco, California**

Chemical	Units	Number of Detections	Number of Analyses	Frequency of Detection	Minimum Detected Concentration	Maximum Detected Concentration	Location of Maximum Concentration
Inorganics (filtered)							
Arsenic	mg/L	1	5	20%	0.812	0.812	3GW
Barium	mg/L	5	5	100%	0.0847	0.748	3GW
Cobalt	mg/L	1	5	20%	0.0165	0.0165	2GW
Molybdenum	mg/L	1	5	20%	0.0207	0.0207	4GW
Nickel	mg/L	2	5	40%	0.0419	0.0683	2GW
Zinc	mg/L	1	5	20%	0.128	0.128	4GW
Inorganics (unfiltered)							
Arsenic	mg/L	2	4	50%	0.3	9.2	1GW
Barium	mg/L	4	4	100%	0.27	5.1	1GW
Cadmium	mg/L	3	4	75%	0.012	0.028	1GW
Chromium	mg/L	4	4	100%	0.049	1.1	3GW
Cobalt	mg/L	4	4	100%	0.31	2.5	3GW
Copper	mg/L	4	4	100%	0.056	2	2GW
Lead	mg/L	4	4	100%	0.66	5.8	2GW
Mercury	mg/L	4	4	100%	0.0017	2	4GW
Nickel	mg/L	4	4	100%	0.32	12	3GW
Thallium	mg/L	1	4	25%	0.15	0.15	1GW
Vanadium	mg/L	3	4	75%	0.061	0.47	1GW
Zinc	mg/L	4	4	100%	1	7.2	1GW
Petroleum (unfiltered)							
TPH-Diesel	mg/L	1	4	25%	2.4	2.4	1GW
PCBs (unfiltered) None Detected							
PAHs (unfiltered)							
Acenaphthylene	µg/L	1	5	20%	0.5	0.5	1GW
Anthracene	µg/L	1	5	20%	1.1	1.1	1GW
Benzo(a)anthracene	µg/L	3	5	60%	0.14	5.1	1GW
Benzo(b)fluoranthene	µg/L	1	1	100%	0.56	0.56	5GW
Benzo(k)fluoranthene	µg/L	1	1	100%	0.12	0.12	5GW
Benzo(b,k)fluoranthene	µg/L	3	4	75%	0.6	10	1GW
Benzo(a)pyrene	µg/L	3	5	60%	0.34	6.8	1GW
Benzo(g,h,i)perylene	µg/L	3	5	60%	0.5	5.5	1GW
Chrysene	µg/L	2	5	40%	7	7	1GW
Dibenz(a,h)anthracene	µg/L	1	5	20%	1.2	1.2	1GW
Fluoranthene	µg/L	3	5	60%	0.7	10	1GW
Fluorene	µg/L	1	5	20%	1.5	1.5	5GW
Indeno(1,2,3-cd)pyrene	µg/L	1	5	20%	4.2	4.2	1GW
Naphthalene	µg/L	3	5	60%	0.5	1.1	5GW
Phenanthrene	µg/L	4	5	80%	0.5	4.8	1GW
Pyrene	µg/L	4	5	80%	0.6	10	1GW
PAHs (filtered) None Detected							

mg/L Milligrams per liter.

µg/L Micrograms per liter.

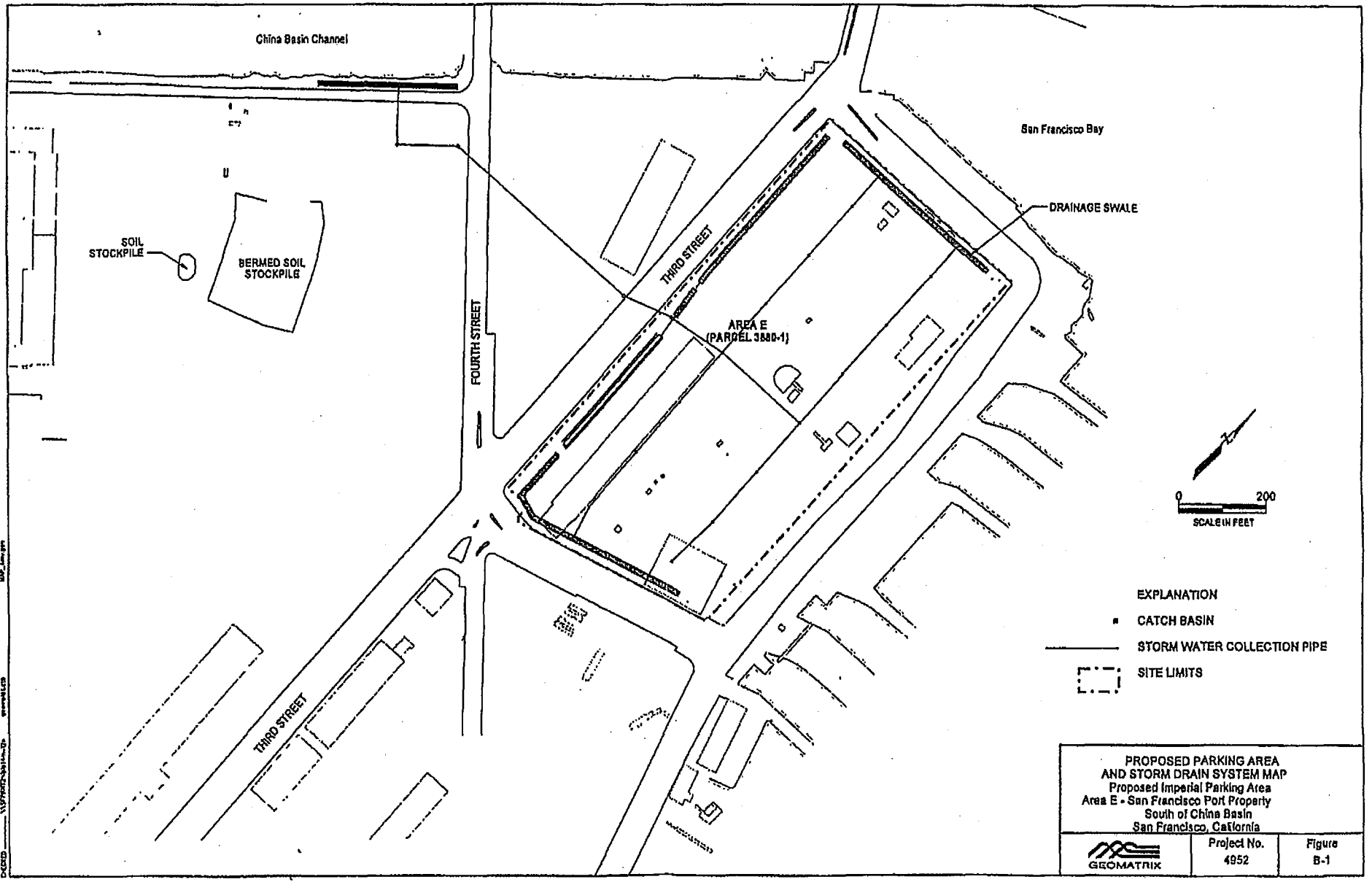
ND Not detected.

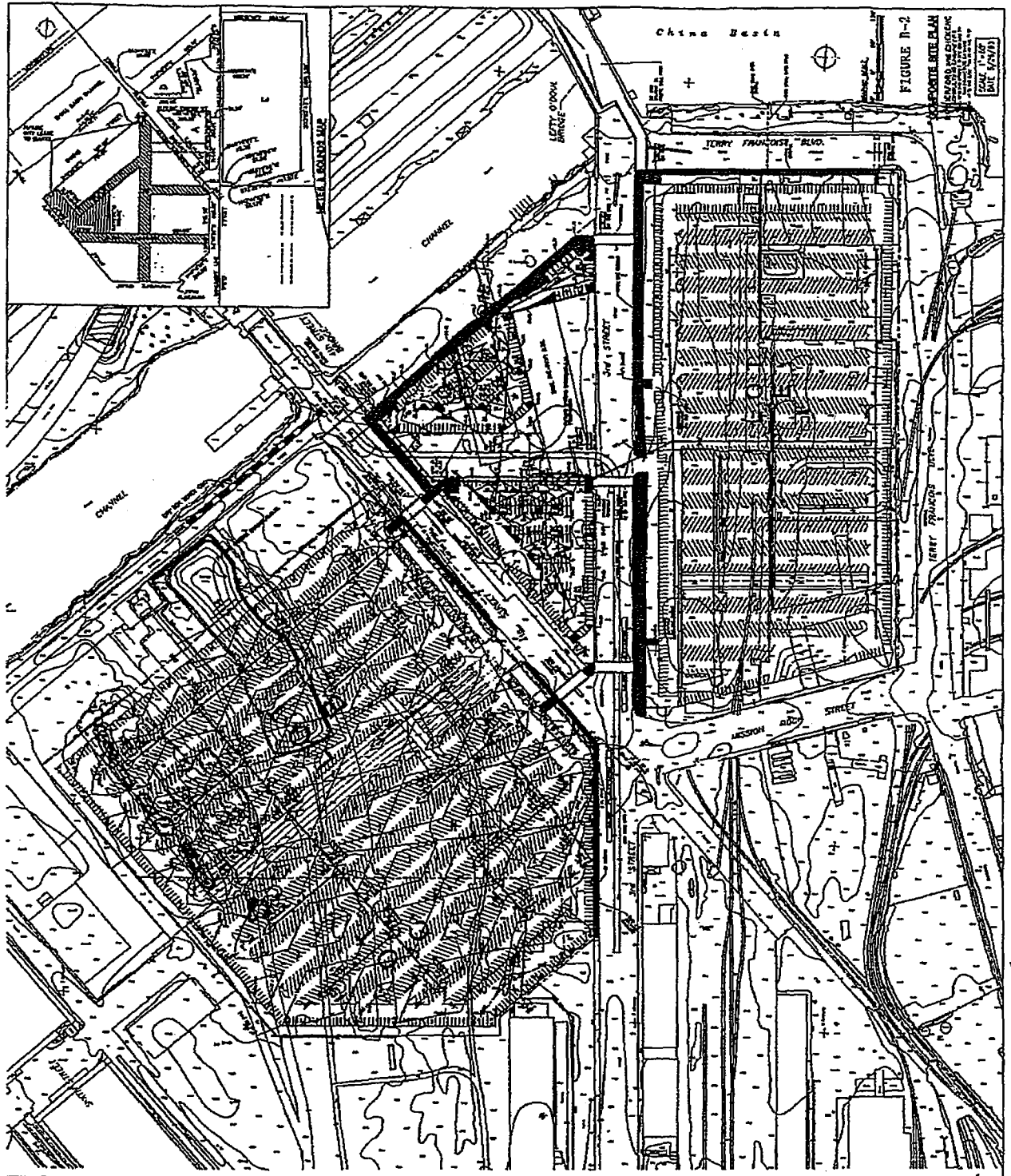
NA Not available.

Note: Only detected analytes are listed.

APPENDIX B

Site Plans Illustrating Alternative Storm Drainage Systems





Attachment B

Use Restriction



RECORDING REQUESTED BY:
The Port of San Francisco
Ferry Building
San Francisco, California 94111

San Francisco Assessor-Recorder
Doris M. Ward, Assessor-Recorder
DOC- 2000-G723986-00

Acct 25-NO CHARGE DOCUMENT
Thursday, JAN 27, 2000 10:47:55
FRE \$0.00
Ttl Pd \$0.00 Nbr-0001346614
REEL H561 IMAGE 0199 ced/ER/1-16

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
700 Heinz Avenue, Suite 300
Berkeley, California 94710
Attention: Mohinder S. Sandhu, P.E., Chief
Standardized Permits and Corrective
Action Branch

N/c
16

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: H&H Site located at Seawall Lot 337, City and County of San Francisco)

This Covenant and Agreement ("Covenant") is made by and between COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: H&H Site located at Seawall Lot 337, City and County of San Francisco

This Covenant and Agreement ("Covenant") is made by and between the City and County of San Francisco, a charter city and county in trust (the "Covenantor"), the current owner, of certain property situated in the City and County of San Francisco, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the

"Department"). Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties", therefore intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety and the environment.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately 14 acres, is more particularly described in Exhibit "A" and depicted in Exhibit "A-1", attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded by Terry Francois Boulevard on the North and East, in the City and County of San Francisco, California.

1.02. The site was created by filling marshlands and shallow tidal flats bordering San Francisco Bay between 1877 and 1913. Sources of fill are unknown, but likely included construction/demolition debris and rubble, and rock and dirt cut from nearby hills. Historical uses of the Site include railroad tracks and related support structures, parking and shipping by truck, and truck maintenance. From 1950 to 1996 H&H Ship Service operated a hazardous waste treatment facility, including a tank cleaning area and drum storage unit, and used portions of the Property for vehicle parking and offices.

In 1978 several of the wastes managed at the H&H Ship Service facility were determined to be hazardous wastes subject to federal and state hazardous waste management regulations. Since that time, the Department of Toxic Substances Control (or its predecessor in interest, the Department of Health Services) authorized H&H Ship Service's operations pursuant to an interim status document. Under this authorization the property was a hazardous waste facility (Facility), regulated by the Department, subject to the requirements of the California Hazardous Waste Control Law ("HWCL"), at Health and Safety Code ("H&S Code") section 25100 et seq., and the federal Resource Conservation and Recovery Act ("RCRA"), at 42 U.S.C. section 6901 et seq.

The Department is requiring this Covenant pursuant to the closure requirements of the HWCL, including H&S Code section 25246 and post-closure notices provisions of Title 22 California Code of Regulations [section 66265.119(b) for interim status hazardous waste facilities], as part of the facility closure. The Department circulated a closure plan, dated August 30, 1996 and a draft Categorical Exemption pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq for

public review and comment from December 23, 1999 to January 24, 2000. The Department approved the closure plan, closure certification report titled, *RCRA Closure Certification Report, Former H&H Ship Service Facility, San Francisco, California, dated February 4, 1999*, containing a health risk assessment, and the Categorical Exemption on January 26, 2000. Hazardous wastes, which are also hazardous materials as defined in Health and Safety Code sections 25117 and 25260, including petroleum hydrocarbons, polynuclear aromatic hydrocarbons, metals and arsenic, remain in the soil and groundwater at the Site at concentrations below those which would pose a significant human health risk under proposed reuse scenarios. The health risk assessment did not evaluate an unrestricted land use scenario, recreational use involving direct contact with soil, or potential impacts from use of groundwater. Therefore a deed restriction to limit use of the property to those exposure scenarios evaluated and found to be below acceptable risk limits is required as part of the facility closure.

1.03. As detailed in the health risk assessment within the *RCRA Closure Certification Report*, as approved by the Department on January 26, 2000, portions of the surface and subsurface soils on the Site contain hazardous wastes and hazardous materials, as defined in H&S Code section 25117 and 25260, including the following contaminants of concern: arsenic (up to 92 mg/kg) and benzo(a)pyrene (up to 2.5 mg/kg). Groundwater beneath the Property is found within 10 to 20 feet below ground surface. Dissolved arsenic was found in groundwater at up to 812 ug/l. California drinking water standards are arsenic at 50 ug/l. Because the health risk assessment did not evaluate an unrestricted land use scenario, recreational use involving direct contact with soil, or potential impacts from use of groundwater, the Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21, day care center, or recreational use involving direct contact with soil would entail an unacceptable potential human health risk. The Department further concluded that the Property, subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment.

ARTICLE II DEFINITIONS

2.01. Department. "Department" shall mean the California Department of Toxic Substances Control and shall include its successor agencies, if any.

2.02. Owner. "Owner" shall mean the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03. Occupant. "Occupant" shall mean Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

ARTICLE III
GENERAL PROVISIONS

3.01. Restrictions to Run With the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every one of the Restrictions: (a) shall run with the land pursuant to H&SC sections 25202.5, and 25202.6 and Civil Code section 1471; (b) shall inure to the benefit of and pass with each and every portion of the Property, (c) shall apply to and bind the respective successors in interest to the Property, (d) are for the benefit of, and shall be enforceable by the Department, and (e) are imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding Upon Owners/Occupants. Pursuant to Health and Safety Code section 25202.5(b), this Covenant shall be binding upon all of the owners of the land, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the covenantee(s) herein. "Owner" shall include "Covenantor".

3.04. Written Notice of Hazardous Substance Release. The Owner shall, prior to the sale, lease, or rental of the Property, give written notice that a release of hazardous substances has come to be located on or beneath the Property, pursuant to Health and Safety Code section 25359.7. Such written notice shall include a copy of this Covenant.

ARTICLE IV
RESTRICTIONS

- 4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:
- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation;
 - (b) A hospital for humans;
 - (c) A public or private school for persons under 21 years of age;
 - (d) A day care center for children; or
 - (e) Recreational use involving direct contact with soil.

4.02. Soil Management

- (a) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- (b) If more than 50 cubic yards of any surface or subsurface soil will be disturbed, including excavation and grading, then the soil shall be evaluated for potential human health risks in compliance with Article 20 of the SF Municipal Code ("the Maher Ordinance"), and managed accordingly.

4.03. Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) No raising of food (e.g., cattle, food crops, cotton, etc.) shall be permitted on the property.
- (b) No groundwater shall be extracted on the Property for purposes other than site remediation or construction dewatering without prior written approval by the Department.

4.04. Access for Department. Covenantor agrees that the Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health and safety.

ARTICLE V
ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor and/or Owner to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department, by reason of this Covenant, to require that the Covenantor and/or Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas, constructed or placed upon any portion of the Property constructed in violation of the Restrictions.) Violation of this Covenant shall be grounds for the Department to file civil and/or criminal actions against the Covenantor and/or Owner as provided by law.

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Any Owner or, with the Owner's written consent, any Occupant of the Property or any portion thereof may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&S Code section 25202.6.

6.02. Termination. Any Owner, and/or, with the Owner's written consent, any Occupant of the Property, or any portion thereof, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&S Code section 25202.6.

6.03. Term. Unless ended in accordance with the Termination Paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of San Francisco within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

G723986

On or Before 12/31/00:

Port of San Francisco
3100 Ferry Building
San Francisco, CA 94111
Attention: Carol Bach,

With a copy to

Noreen Ambrose
Port General Counsel
Port of San Francisco
3100 Ferry Building
San Francisco, CA 94111.

After 12/31/00:

Port of San Francisco
Pier 1
San Francisco, CA 94111
Attention: Carol Bach,

With a copy to:
Noreen Ambrose
Port General Counsel
Port of San Francisco
Pier 1
San Francisco, CA 94111.

To Department:

California Environmental Protection Agency
Department of Toxic Substances Control
700 Heinz Avenue, Suite 300
Berkeley, CA 94710-2737
Attention: Branch Chief
Standardized Permits and Corrective Action Branch


Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

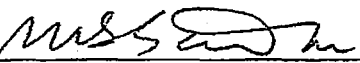
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IN WITNESS WHEREOF, the Parties execute this Covenant.

"Covenantor" CITY & COUNTY OF SAN FRANCISCO

Date: 1/26/2000 By: 
DOUGLAS F. WONG
Its: Executive Director
CITY OF SAN FRANCISCO

"Department" DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Date: 1/26/00 By: 
MOHINDER S. SANDHU
Its: Chief, Standardized Permits and Corrective Action
Branch

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

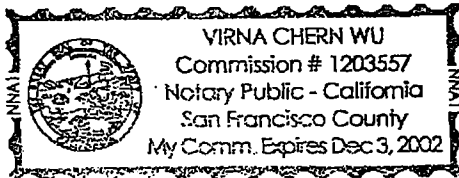
State of California }
County of San Francisco } ss.

On January 26, 2000, before me, Virna C. Wu, "Notary Public"
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Douglas Farrell Wong
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Virna Chern Wu
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Environmental Restriction

Document Date: 1/26/2000 Number of Pages: 8 + 6 (Parcel A, C, D)

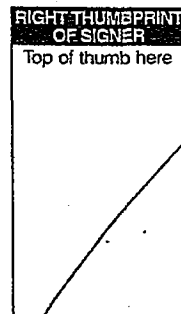
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: Douglas Farrell Wong

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Port Executive Director

Signer Is Representing: Port of San Francisco



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

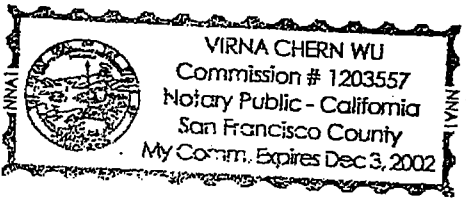
State of California }
County of San Francisco } ss.

On January 26, 2000, before me, Virna C. Wu, "Notary Public"
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Mohinder Singh Sandhu
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Virna C Wu

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Environmental Restriction

Document Date: 01/26/2000 Number of Pages: 8+6 (Parcel A, C, D)

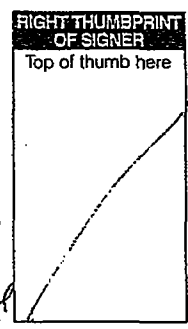
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: Mohinder Singh Sandhu

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Chief, Standardized Permits & Corrective Action Branch

Signer Is Representing: Dept. of Toxic Substances Control



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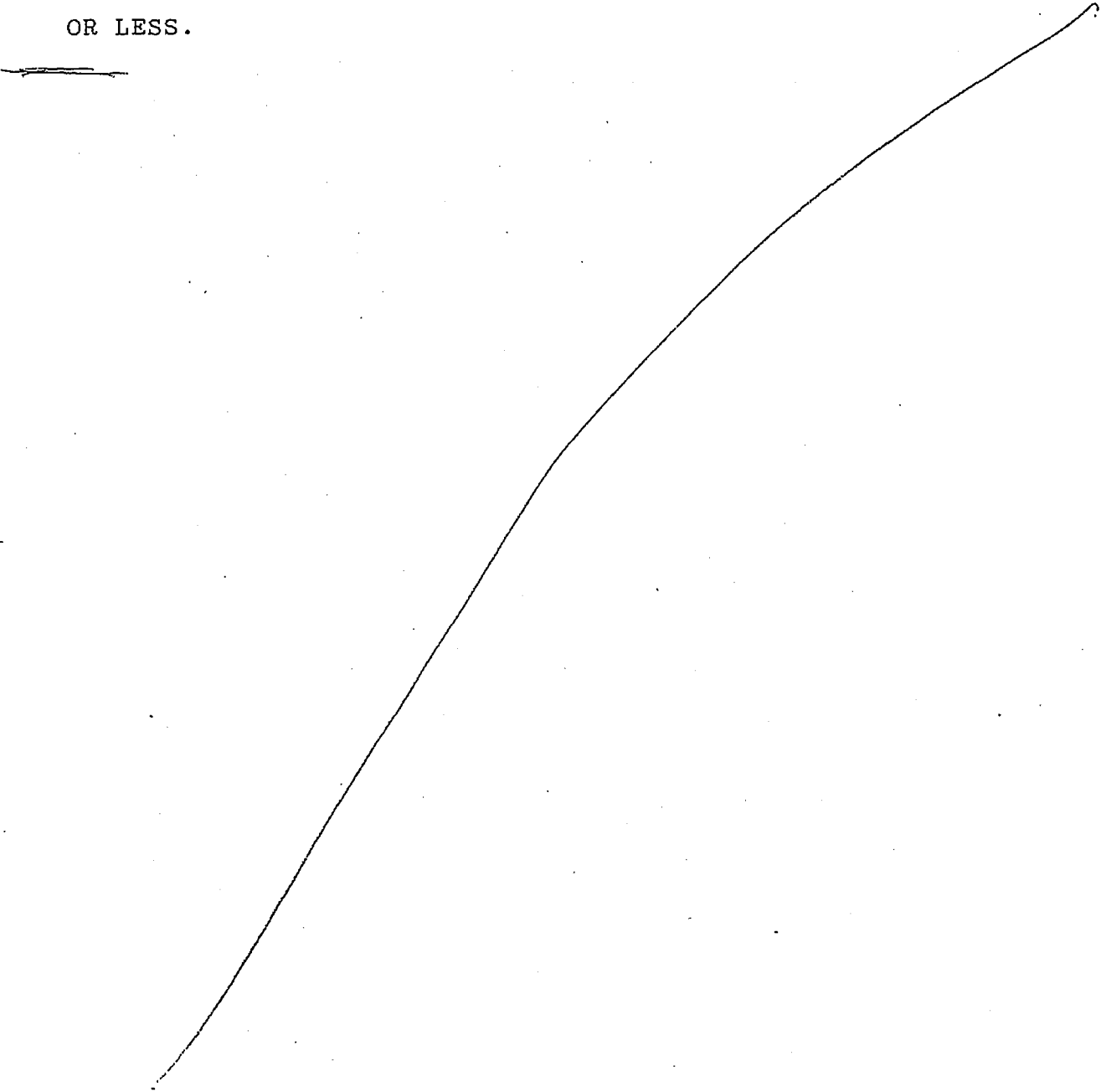
SEAWALL LOT 337

PARCEL A

ALL THAT CERTAIN REAL PROPERTY SITUATED AT THE CITY AND COUNTY OF SAN FRANCISCO, BEING A PORTION OF SEAWALL LOT 337 OF THE SAN FRANCISCO PORT AUTHORITY, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF TOWNSEND STREET AND DELANCEY STREET (FORMERLY FIRST STREET), SAID CORNER BEING INNER 14 OF THE INNER WATERFRONT LINE AS DESCRIBED IN THE RECORDS ON FILE AT THE OFFICE OF ENGINEERING OF THE SAN FRANCISCO PORT AUTHORITY; RUNNING THENCE ALONG SAID INNER WATERFRONT LINE AT S 3DEG 02'27" E A DISTANCE OF 2,217.59 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST AFOREMENTIONED COURSE A DISTANCE OF 149.77 FEET; THENCE AT S 86DEG 57'33" W A DISTANCE OF 38.12 FEET; THENCE AT S 3DEG 14'22" E A DISTANCE OF 31.51 FEET; THENCE AT N 86DEG 45'38" E A DISTANCE OF 55.69 FEET; THENCE AT S 3DEG 02'27" E A DISTANCE OF 120.00 FEET; THENCE AT S 86DEG 45'38" W A DISTANCE OF 55.27 FEET; THENCE AT N 3DEG 14'22" W A DISTANCE OF 120.00 FEET; THENCE AT S 86DEG 45'38" W A DISTANCE OF 40.17 FEET; THENCE AT S 3DEG 14'22" E A DISTANCE OF 120.00 FEET; THENCE AT N 86DEG 45'38" E A DISTANCE OF 40.17 FEET; THENCE AT S 3DEG 14'22" E A DISTANCE OF 48.20 FEET; THENCE AT S 86DEG 57'33" W A DISTANCE OF 142.25 FEET; THENCE AT

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S 86DEG 50'57" W A DISTANCE OF 111.99 FEET; THENCE AT
N 3DEG 10'55" W A DISTANCE OF 200.00 FEET; THENCE AT
N 86DEG 57'33" E A DISTANCE OF 171.00 FEET; THENCE AT
N 3DEG 02'27" W A DISTANCE OF 149.48 FEET; THENCE AT
N 86DEG 49'20" E A DISTANCE OF 121.29 FEET TO THE TRUE POINT OF
BEGINNING, CONTAINING AN AREA OF 70,765.20 SQUARE FEET, MORE
OR LESS.



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SEAWALL LOT 337

PARCEL C

BEING A PORTION OF SEAWALL LOT 337 OF THE SAN FRANCISCO PORT AUTHORITY ,CITY AND COUNTY OF SAN FRANCISCO, BRIEFLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF TOWNSEND STREET AND DELANCEY STREET (FORMERLY FIRST STREET), SAID CORNER BEING INNER 14 OF THE INNER WATERFRONT LINE AS DESCRIBED IN THE RECORDS ON FILE AT THE OFFICE OF ENGINEERING OF THE SAN FRANCISCO PORT AUTHORITY; RUNNING THENCE ALONG THE AFORESAID INNER WATERFRONT LINE AT S 3DEG 02'27" E A DISTANCE OF 2,367.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE AT S 48DEG 02'27" E A DISTANCE OF 25.00 FEET; THENCE AT S 3DEG 02'27" E A DISTANCE OF 13.64 FEET; THENCE AT S 86DEG 45'38" W A DISTANCE OF 55.69 FEET; THENCE AT N 3DEG 14'22" W A DISTANCE OF 31.51 FEET; THENCE AT N 86DEG 57'33" E A DISTANCE OF 38.12 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 1,594.90 SQUARE FEET, MORE OR LESS.

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ALSO INCLUDED IN THIS PARCEL IS A PORTION OF SEAWALL
LOT 337 BRIEFLY DESCRIBED AS FOLLOWS;
COMMENCING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF
TOWNSEND STREET AND DELANCEY STREET (FORMERLY FIRST STREET)
SAID POINT BEING INNER 14 OF THE INNER WATERFRONT LINE AS
DESCRIBED IN THE RECORDS ON FILE AT THE OFFICE OF ENGINEERING
OF THE SAN FRANCISCO PORT AUTHORITY; RUNNING THENCE ALONG THE
AFORESAID INNER WATERFRONT LINE A DISTANCE OF 2,518.74 FEET;
THENCE AT N 86DEG 45'38" E A DISTANCE OF 17.66 FEET TO THE
TRUE POINT OF BEGINNING; THENCE AT S 3DEG 02'27" E DISTANCE OF
30.72 FEET; THENCE AT S 41DEG 57'33" W A DISTANCE OF 25.00
FEET; THENCE S 86DEG 57'33" W A DISTANCE OF 37.43 FEET; THENCE
AT N 3DEG 14'22" W A DISTANCE OF 48.20 FEET; THENCE AT
N 86DEG 45'38" E DISTANCE OF 55.27 FEET TO THE TRUE POINT
OF BEGINNING, CONTAINING AN AREA OF 2,509.60 SQUARE FEET, MORE
OR LESS.

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SEAWALL LOT 337

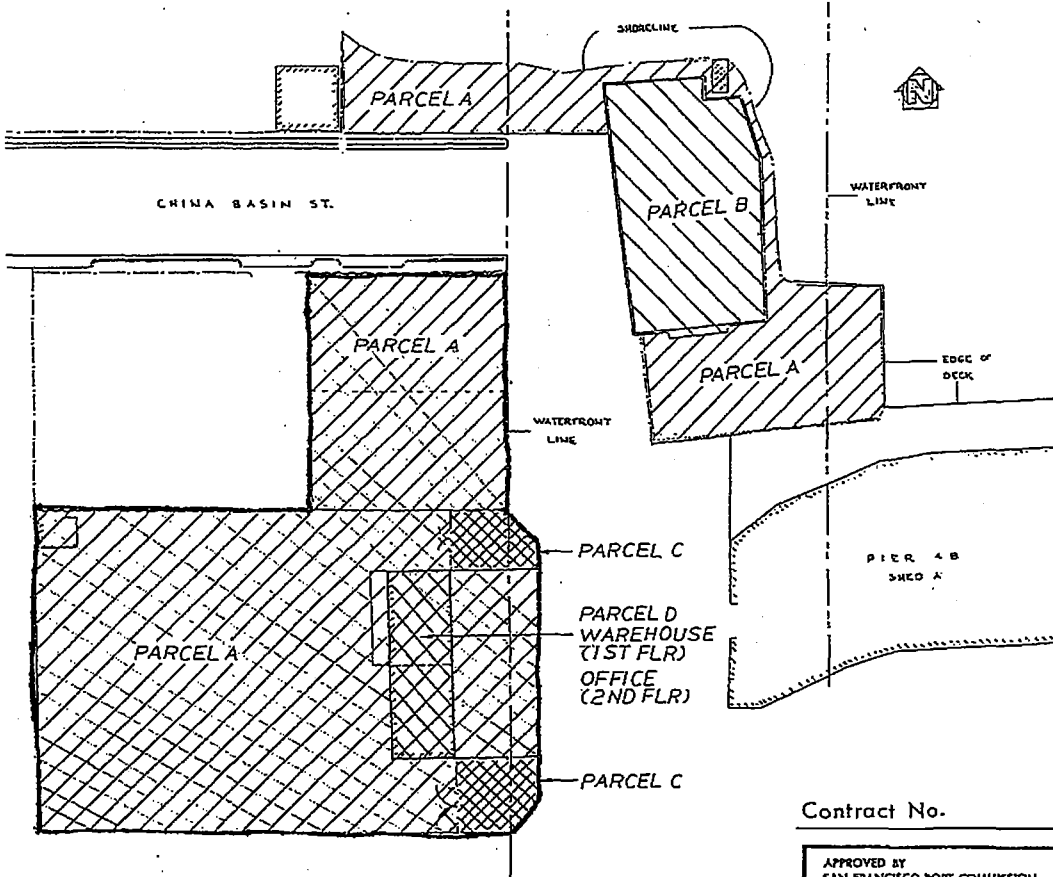
PARCEL D

PARCEL D IS A TWO-STORY WAREHOUSE AND OFFICE BUILDING LOCATED AT CHINA BASIN STREET WHOSE FOOTPRINT IS BRIEFLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF TOWNSEND STREET AND DELANCEY STREET (FORMERLY FIRST STREET), SAID POINT BEING INNER 14 OF THE INNER WATERFRONT LINE AS DESCRIBED IN THE RECORDS ON FILE AT THE OFFICE OF ENGINEERING OF THE SAN FRANCISCO PORT AUTHORITY; RUNNING THENCE SOUTHERLY ALONG THE AFORESAID INNER WATERFRONT LINE AT S 3DEG 02'27" E A DISTANCE OF 2,398.74 FEET; THENCE AT N 86DEG 45'38" E A DISTANCE OF 38.02 FEET TO THE TRUE POINT OF BEGINNING; THENCE AT S 3DEG 14'22" E A DISTANCE OF 120.00 FEET; THENCE AT S 86DEG 45'38" W A DISTANCE OF 40.17 FEET; THENCE AT N 3DEG 14'22" W A DISTANCE OF 120.00 FEET; THENCE AT N 86DEG 45'38" E A DISTANCE OF 40.17 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 4,820.00 SQUARE FEET, MORE OR LESS.

ALSO INCLUDED IN THIS PARCEL IS THE SECOND FLOOR OFFICE SPACE OF THE AFOREMENTIONED TWO-STORY BUILDING WITH AN AREA OF 2,414.00 SQUARE FEET, MORE OR LESS.

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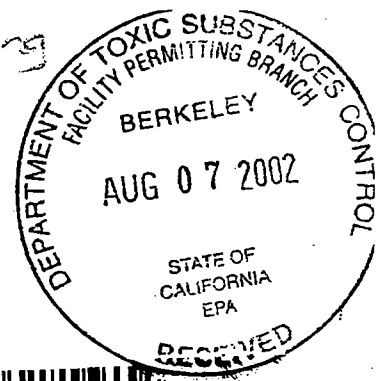
PARCEL A	91,844 SF
PARCEL B	14,071 SF
SUB-TOTAL	105,915 SF
PARCEL C	4,105 SF
PARCEL D	
WAREHOUSE	4,820 SF
OFFICE	2,414 SF
TOTAL	117,254 SF

Contract No.

APPROVED BY
 SAN FRANCISCO PORT COMMISSION
 DATE July 21, 1992
Chris Zinkler
 CHIEF ENGINEER

NO.	DATE	DESCRIPTION
REVISIONS		
PORT OF SAN FRANCISCO SAN FRANCISCO PORT COMMISSION DEPARTMENT OF ENGINEERING		
EXHIBIT A-1 H & H SHIP SERVICE CO. LEASE NO. L-11679		
DRAWN BY	E.C.C.	CHECKED BY
DESIGNED BY		DATE
SECTION HEAD		SCALE
DRAWING NO.		SHEET NO.
		OF SHEETS

200208 0-Wong



RECORDING REQUESTED BY:
The Port of San Francisco
Ferry Building
San Francisco, California 94111

WHEN RECORDED, MAIL TO

Department of Toxic Substances Control
700 Heinz Avenue, Suite 300
Berkeley, California 94710
Attention: Mohinder S. Sandhu, P.E., Chief
Standardized Permits and Corrective Action
Branch

San Francisco Assessor-Recorder
Doris M. Ward, Assessor-Recorder
DOC-2002-H209674-00

Acct 25-NO CHARGE DOCUMENT
Thursday, JUL 25, 2002 12:45:40
Ttl Pd \$0.00 Nbr-0001906468
REEL I187 IMAGE 0545
ojl/JL/1-14

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

*(Re: H&H Site located at China Basin Channel and Terry Francois Blvd, City and
County of San Francisco)*

This Covenant and Agreement ("Covenant") is made by and between the City and County of San Francisco, a charter city and county in trust (the "Covenantor"), the current owner of certain property situated in the City and County of San Francisco, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471(c) and the California Health and Safety Code, Section 25222.1, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC"), Section 25260. The Covenantor and the Department, collectively referred to as the "Parties", therefore intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health,

safety and the environment.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately 0.6 acres, is more particularly described in Exhibit "A" and depicted in Exhibit "A-1", attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded by Terry Francois Boulevard to the west, China Basin Channel to the north, and San Francisco Bay to the east, in the City and County of San Francisco, California.

1.02. The site was created by filling marshlands and shallow tidal flats bordering San Francisco Bay between 1877 and 1913. Sources of fill are unknown, but likely included construction/demolition debris and rubble, and rock and dirt cut from nearby hills. Historical uses of the Site include railroad tracks and related support structures and parking. From 1950 to 1996 H&H Ship Service occupied the area for wastewater treatment and transfer operations, including aboveground storage tanks for receiving, settling and treating wastewater containing petroleum.

In 1978 several of the wastes managed at the H&H Ship Service facility were determined to be hazardous wastes subject to federal and state hazardous waste management regulations. Since that time, the Department of Toxic Substances Control (or its predecessor in interest, the Department of Health Services) authorized H&H Ship Service's operations pursuant to an interim status document. Under this authorization the property was a hazardous waste facility (Facility), regulated by the Department, subject to the requirements of the California Hazardous Waste Control Law ("HWCL"), at Health and Safety Code ("H&S Code") section 25100 et seq., and the federal Resource Conservation and Recovery Act ("RCRA"), at 42 U.S.C. section 6901 et seq. Under Interim Status, the property was a portion of the Facility that was known as the Treatment/Transfer Area (TTA).

The Department is requiring this Covenant pursuant to the closure requirements of the HWCL, including H&S Code section 25246 and post-closure notices provisions of Title 22 California Code of Regulations [section 66265.119(b) for interim status hazardous waste facilities], as part of the facility closure. In 1994, the Department reviewed H&H's Closure Plan to ensure that the closure of the TTA met the requirements in Title 22, California Code of Regulations, Chapter 15, Article 7. The Department circulated the draft Closure Plan and Proposed Negative Declaration for public review and comment from August 11, 1994 to September 13, 1994. The Department approved the Closure Plan on January 13, 1995 and filed a Notice of Determination for the project with the

State Clearinghouse on February 15, 1995.

The Department reviewed the closure certification report titled, *RCRA Closure Certification Report, Former H&H Ship Service Facility, San Francisco, California*, (February 4, 1999), and subsequent submittals titled *Response to Comments, RCRA Closure Certification Report, Former H&H Ship Service Facility*, (November 2, 1999); *Results of Article 20 Sampling Program. Proposed China Basin Park Area* (July 2000); *Site Investigation and Surface Soil Sampling Results, Former H&H Ship Service Company – Treatment Transfer Area Parcel* (February 28, 2002); and *Addendum to the Article 20 Health Risk Assessment* (July 18, 2002). Upon filing of this deed restriction, the Department will approve the closure certification report.

Hazardous wastes, which are also hazardous materials as defined in Health and Safety Code sections 25117 and 25260, including petroleum hydrocarbons, polynuclear aromatic hydrocarbons, metals and arsenic, remain in the soil and groundwater at the Site at concentrations below those which would pose a significant human health risk under proposed reuse scenarios. Therefore a deed restriction to limit use of the property to those exposure scenarios evaluated and found to be below acceptable risk limits is required as part of the facility closure.

1.03. As detailed in the above-referenced reports, portions of the surface and subsurface soils on the Site contain hazardous wastes and hazardous materials, as defined in H&S Code section 25117 and 25260, including the following contaminants of concern: arsenic (up to 96 mg/kg) and benzo(a)pyrene (up to 11 mg/kg). Groundwater beneath the Property is found within 10 to 20 feet below ground surface. Dissolved arsenic was found in groundwater at up to 180 ug/l. The California drinking water standard for arsenic is 50 ug/l.

A review of the analytical results and the chemical distribution suggests that there are "hot spots". Hot spots are areas of affected soil or groundwater having concentrations higher than an empirically determined percentile of the distribution of concentrations in a particular population. 65 soil samples from 20 locations at various depths were collected within the TTA. Elevated concentrations of benzo(a)pyrene equivalent B(a)P EQ were measured in samples collected from two borings locations (EB-1, 19.8 milligrams per kilogram [mg/kg]) and (EB-20, 7.9 mg/kg). One surface soil sample (GMX-08) contained B(a)P EQ concentration of 1.5 mg/kg. All other concentrations of B(a)P EQ were less than 1 mg/kg. Elevated concentrations of arsenic and lead were observed in samples collected from borings EB-1 (3,000 mg/kg lead), EB-5 (96 mg/kg arsenic and 1,300 mg/kg lead), and EB-18 (2,400 mg/kg lead). Borings EB-1 and EB-5 are located in the eastern section of the TTA; GMX-08 is located near the northern perimeter; and borings EB-18 and EB-20 are located in the southwest section.

Based on these observations, borings EB-1, EB-5, GMX-08, EB-18, and EB-20 can be considered hot spots. However, each of borings is located under a concrete/asphalt

foundation or a compacted aggregate/crushed rock/roadbase material. The concrete/asphalt foundation or compacted aggregate/crushed rock/roadbase material serves as a physical barrier preventing direct contact with chemicals in soil; thus, there are no potential direct exposure pathways to chemicals at these hot spots by future receptors. If in the unlikely event that the concrete/asphalt foundation is removed, the excess cancer risk to a receptor from the hot spots would range from 9×10^{-5} to 3×10^{-6} .

Imported topsoil at least 18 inches thick followed by a layer of sod will be placed over the existing asphalt-concrete foundation. The concrete is present at one foot thick to at least 3 feet thick across approximately two-third of the TTA. The remaining one-third of the TTA is currently overlain with an aggregate/crushed rock/roadbase material. The concrete/asphalt foundation and compacted aggregate/crushed rock/roadbase layer precludes a complete exposure pathway. Additional of the 18 inches of topsoil and sod layer will eliminate potential direct exposures to soil in fill material within the TTA.

In order to ensure that no complete pathways are established, the Department will require that the existing concrete/asphalt foundation remain undisturbed so long as the intended use of the Property is to be a recreational park. Additionally, the Department will require that the site be covered (capped) with at least eighteen (18) inches of imported topsoil on top of an indicator lining material to denote the separation of the topsoil from native fill. Because the health risk assessment also did not evaluate an unrestricted land use scenario or potential impacts from use of groundwater, the Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21, or day care center would entail an unacceptable use. The Department further concluded that the Property, subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment.

ARTICLE II DEFINITIONS

2.01. Department. "Department" shall mean the California Department of Toxic Substances Control and shall include its successor agencies, if any.

2.02. Owner. "Owner" shall mean the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03. Occupant. "Occupant" shall mean Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.04. Cap. "Cap" shall mean eighteen (18) inches of imported topsoil on top of

an indicator lining material which is used to denote the separation of the imported topsoil from native fill.

2.05 Concrete/Asphalt Foundation. "Concrete/Asphalt Foundation" shall mean the existing concrete/asphalt surface which is overlain approximately two-third of the Property.

2.03. ARTICLE III GENERAL PROVISIONS

3.01. Restrictions to Run With the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every one of the Restrictions: (a) shall run with the land pursuant to H&SC sections 25202.5, and 25202.6 and Civil Code section 1471; (b) shall inure to the benefit of and pass with each and every portion of the Property, (c) shall apply to and bind the respective successors in interest to the Property, (d) are for the benefit of, and shall be enforceable by the Department, and (e) are imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding Upon Owners/Occupants. Pursuant to Health and Safety Code section 25202.5(b), this Covenant shall be binding upon all of the owners of the land, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the covenantee(s) herein. "Owner" shall include "Covenantor".

3.03. Written Notice of Hazardous Substance Release. The Owner shall, prior to the sale, lease, or rental of the Property, give written notice that a release of hazardous substances has come to be located on or beneath the Property, pursuant to Health and Safety Code section 25359.7. Such written notice shall include a copy of this Covenant.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

3.05. Conveyance of Property. Covenantor agrees that the Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect such proposed conveyance, except as otherwise provided by law, by administrative order, or specific provision of this Covenant.

ARTICLE IV
RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation;
- (b) A public or private school for persons under 21 years of age; or
- (c) A hospital for humans; or
- (c) A day care center for children.

4.02 Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) No raising of food (e.g., cattle, food crops, cotton, etc.) shall be permitted on the property.
- (b) No groundwater shall be extracted on the Property for purposes other than site remediation or construction dewatering without prior written approval by the Department.

4.03 Non-Interference with the Cap. Covenantor agrees:

- (a) No activities which will disturb the Cap (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall be permitted on the Property without prior review and approval by the Department.
- (b) All uses and development of the Property shall preserve the integrity of the Cap.
- (c) Any proposed alteration of the Cap shall require written approval by the Department.
- (d) Covenantor shall notify the Department of each of the following: (i) The type, cause, location and date of any disturbance to the Cap which could affect the ability of the Cap to contain subsurface hazardous materials in the Property, and (ii) the type and date of repair of such disturbance. Notification to the Department shall be made as provided below within ten (10) working days of both the discovery of any such disturbance(s) and the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other

Owners and Occupants.

4.04. Management of Native Fill and Concrete/Asphalt Foundation Material

- (a) All uses and development of the Property shall preserve the integrity of the existing Concrete/Asphalt Foundation.
- (b) No activities (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) which will disturb the native fill and/or the Concrete/Asphalt Foundation material underlying the Cap as indicated in Exhibit B shall be permitted on the Property without a Department-approved Soil Management Plan and Health and Safety Plan.
- (c) Native fill and/or Concrete/Asphalt Foundation material shall not be managed or handled such that it may migrate into the bay.
- (d) Any native fill and/or Concrete/Asphalt Foundation material brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with the applicable state and federal laws and their implementing regulations.
- (e) The Owner shall provide the Department written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating at the Property.
- (f) If more than 50 cubic yards of any native fill will be disturbed, including excavation and grading, then the soil shall be evaluated for potential human health risks in compliance with Article 20 of the SF Municipal Code ("the Maher Ordinance"), and managed accordingly.
- (g) Covenantor shall notify the Department of each of the following: (i) The type, cause, location and date of any disturbance to the native fill and/or Concrete/Asphalt Foundation which could affect the ability of the Concrete/Asphalt Foundation to contain subsurface hazardous materials in the Property, and (ii) the type and date of repair of such disturbance. Notification to the Department shall be made as provided below within ten (10) working days of both the discovery of any such disturbance(s) and the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.

4.05. Access for Department. Covenantor agrees that the Department shall

have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health and safety.

ARTICLE V
ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor and/or Owner to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department, by reason of this Covenant, to require that the Covenantor and/or Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas, constructed or placed upon any portion of the Property constructed in violation of the Restrictions.) Violation of this Covenant shall be grounds for the Department to file civil and/or criminal actions against the Covenantor and/or Owner as provided by law.

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Any Owner or, with the Owner's written consent, any Occupant of the Property or any portion thereof may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&S Code section 25202.6.

6.02. Termination. Any Owner, and/or, with the Owner's written consent, any Occupant of the Property, or any portion thereof, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&S Code section 25202.6.

6.03. Term. Unless ended in accordance with the Termination Paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of San Francisco within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

Carol Bach
Assist. Deputy Director, Environmental Health and Safety
Port of San Francisco
Pier 1
San Francisco, CA 94111

With a copy to:

Noreen Ambrose
Port General Counsel
Port of San Francisco
Pier 1
San Francisco, CA 94111.

To Department:

California Environmental Protection Agency
Department of Toxic Substances Control
700 Heinz Avenue, Suite 300
Berkeley, CA 94710-2737
Attention: Chief, Standardized Permits and Corrective Action
Branch

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

H209674

IN WITNESS WHEREOF, the Parties execute this Covenant.

"Covenantor"

Date: 7/24/02

By: //original signed by//
DOUGLAS F. WONG
Its: Executive Director

"Department"

Date: 7/24/02

By: //original signed by//
Mohinder S. Sandhu, P.E.
Its: Chief, Standardized Permits and Corrective Action
Branch

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Francisco } ss.

On July 24, 2002 before me, Virna C. Wu "Notary Public"
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Mohinder Singh Sandhu
Name(s) of Signer(s)

- personally known to me.
- ~~proved to me on the basis of satisfactory evidence~~



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

WITNESS my hand and official seal.

Place Notary Seal Above

//original signed by//
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Covenant to Restrict Use of Property

Document Date: None Number of Pages: 10 Pages + Exhibits A & B

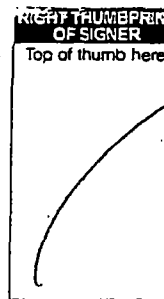
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: Mohinder Singh Sandhu

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Port Executive Director

Signer Is Representing: Port of San Francisco



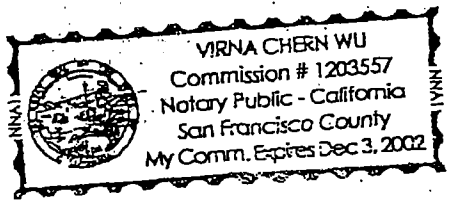
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Francisco } ss.

On July 24, 2002 before me, Virna C. Wu "Notary Public"
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Mohinder Singh Sandhu
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

//original signed by//
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Title or Type of Document: Covenant to Restrict Use of Property
Document Date: None Environmental Restriction Number of Pages: 10 Pages + Exhibits A & B
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer
Signer's Name: Mohinder Singh Sandhu
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: Chief, Standardized Permits & Corrective Action Branch
Signer Is Representing: Department of Toxic Substances Control

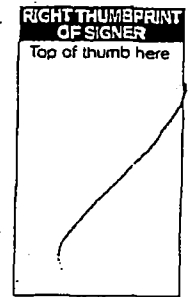
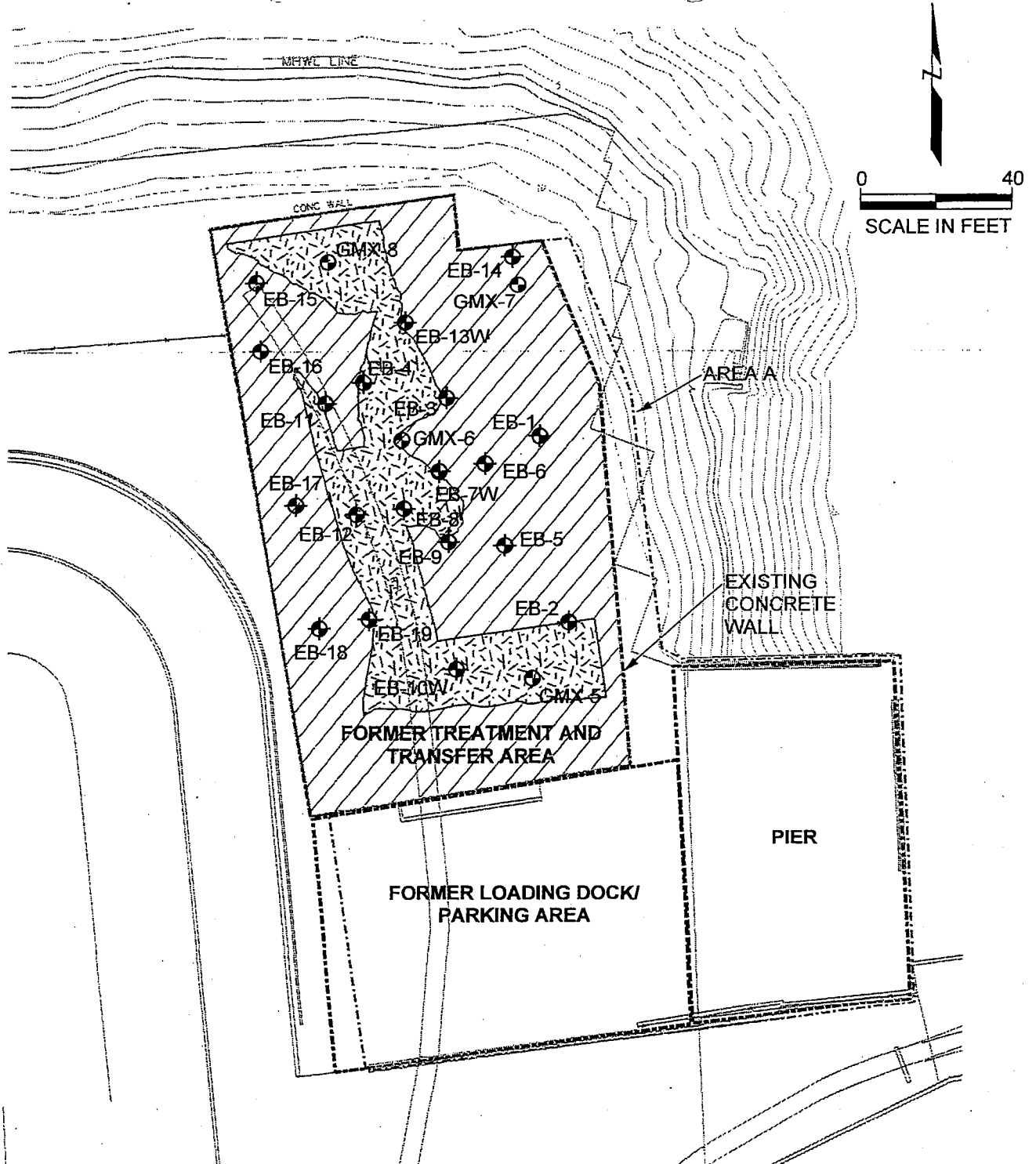


EXHIBIT A

H&H Parcel – Tank Treatment Area

All that certain real property of the San Francisco Port Commission, City and County of San Francisco, State of California, situate at the northeast corner of Terry A. Francois Boulevard (formerly China Basin Street), more particularly described as follows:

Commencing at the point of intersection of the northwesterly line of Townsend Street with the southwesterly line of Delancey Street (formerly First Street), said point being Inner 14 of the Inner Waterfront Line as described in records on file in the office of Engineering of said San Francisco Port Commission; Thence along said Inner Waterfront Line, S 03°02'27" E a distance of 2132.11 feet; Thence N 86°51'14" E a distance of 65.28 feet, to the True Point Of Beginning; Thence S 10°21'36" E a distance of 127.93 feet; Thence N 80°50'39" E a distance of 4.70 feet; Thence S 09°13'14" E a distance of 68.59 feet; Thence N 81°09'11" E a distance of 146.17 feet; Thence N 03°21'24" W a distance of 85.74 feet; Thence S 88°44'14" W a distance of 54.91 feet; Thence N 66°55'27" W a distance of 9.19 feet; Thence N 07°12'31" W a distance of 68.86 feet; Thence N 21°58'29" W a distance of 44.82 feet; Thence S 83°22'07" W a distance of 28.09 feet; Thence N 05°44'30" W a distance of 14.69 feet; Thence S 81°59'17" W a distance of 65.99 feet; Thence S 10°21'36" E a distance of 30.22 feet to the True Point Of Beginning; Containing 26,592 square feet (0.61 acres), more or less.



EXPLANATION

- ⊕ Soil samples collected at multiple depths by J. Yang and Assoc. March 15, 1995
- ⊙ Surface soil samples collected by Geomatrix, November 16, 2001

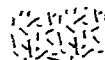
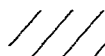
-  Area of aggregate/crushed rock/road base material
-  Concrete/asphalt foundation

EXHIBIT B

APPENDIX C
Soil Management Plan
June 1999



SOIL MANAGEMENT PLAN

Imperial Weitz Parking Lots for the Giants Pacific Bell Ball Park Area E - Port of San Francisco Property

San Francisco, California

Prepared for:

Imperial Weitz, LLC
800 Second Avenue, Suite 300
Des Moines, Iowa 50309

Prepared by:

Geomatrix Consultants, Inc.
2101 Webster Street, 12th Floor
Oakland, California 94612
(510) 663-4100

June 1999

Project No. 4952

Geomatrix Consultants

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SOIL MANAGEMENT PLAN
Imperial Weitz Parking Lots for the
Giants Pacific Bell Ball Park
Area E - Port of San Francisco Property
San Francisco, California

1.0 INTRODUCTION

Geomatrix Consultants, Inc. (Geomatrix) has prepared this Soil Management Plan (SMP) on behalf of Imperial Weitz, LLC for the proposed 14-acre parking lot for the Giants' Pacific Bell Ball Park. The proposed parking lot site is located south of China Basin Channel and east of Third Street in San Francisco, California (the site; Figure 1). The site is part of a total of approximately 36 acres of parking to be developed by Imperial Weitz south of China Basin Channel and has been referred to as Area E in previous environmental documents prepared by Geomatrix on behalf of Imperial Weitz.

2.0 BACKGROUND

Imperial Weitz is proposing to construct a paved parking lot on the site. A site history review, environmental investigation and risk evaluation were performed to meet Article 20 requirements and assess potential risks to construction worker and site visitor health associated with soil and groundwater quality at the site. The following summarizes the results of the site history review, environmental investigations, and risk assessment, and describes the proposed parking lot development.

2.1 SITE SETTING AND HISTORICAL USAGE

The approximately 19 acre site is currently owned by the Port of San Francisco (the Port). The subject area was originally marshlands and shallow tidal flats bordering San Francisco Bay. It was filled between 1877 and 1913; the source of the fill is unknown but likely included construction debris and rubble from the 1906 earthquake and cut material from nearby hills and construction areas.

Historical site uses include: railroad trackage and support structures for rail-related activities, parking and shipping, and truck maintenance. H&H Shipping Service Company, Inc. (H&H) occupied the northeastern corner of the site from 1950 to 1996. H&H used the area for vehicle parking and offices, and maintained a tank cleaning area and drum storage unit. No known underground storage tanks (USTs) have been identified on the site. Recently, the site has been

leased by multiple tenants. Tenant uses consist of a recycling center, an automobile sales center, the Mission Rock Recovery Center, a moving company, maritime offices, and automobile storage.

2.2 SITE INVESTIGATIONS

2.2.1 Previous Site Investigations

Burlington Northern Santa Fe Railway Company ("the Railroad") conducted Phase I and Phase II Environmental Assessments of property formerly operated by the Railroad located east of Third Street, between Sixteenth Street and China Basin Channel; this property included the western half of the site. The scope of the Railroad's investigations included one soil boring in the southern portion of the site. Soil samples were collected at depths of 0.5, 5, and 8 feet bgs and analyzed for total petroleum hydrocarbons as gasoline (TPHg), TPH as motor oil (TPHmo), lead, nickel, arsenic, chromium, cadmium, and zinc. Results of chemical analyses on these soil samples indicated that several metals were present at concentrations exceeding typical regional background concentrations (Geomatrix, March 1999).

In addition, HLA has performed an investigation of the former H&H Shipping parcel located in the northeast corner of the site (HLA; 1999). Seventeen soil samples were collected and analyzed for metals, TPH as diesel (TPHd), TPHg, oil and grease, volatile organic compounds (VOCs), polychlorinated biphenyls (PCBs), and polynuclear aromatic hydrocarbons (PNAs). Five groundwater samples were collected and one or more samples were analyzed for metals, TPHd, TPHg, benzene, toluene, ethylbenzene, xylenes [BTEX], PCBs, and PNAs. Several soil samples contained PNAs and metals; very low concentrations of some aromatic hydrocarbons and PCBs were detected in a few soil samples. The groundwater samples contained low to trace concentrations of several metals. Filtered groundwater samples did not contain PNAs; however, unfiltered samples contained low concentrations of several PNA compounds. PCBs and BTEX were not detected in the groundwater samples. Summary tables for the soil and groundwater analysis results of the H&H investigation are contained in Appendix A.

2.2.2 Recent Site Investigation

In April 1999, Geomatrix installed 8 soil borings and collected 16 soil samples (two soil samples per boring) and 2 groundwater samples (from 2 of the 8 locations) for chemical analysis. Sampling locations are illustrated on Figure 2. Primary chemicals detected in soil were PNAs and some metals (i.e., antimony, arsenic, copper, lead, nickel, and mercury). Soil sample results from the recent investigation are summarized in Tables 1 through 5. Several

metals were detected in groundwater; however, chemical concentrations were generally low to non-detect (Table 6). PNAs were not detected in the groundwater samples.

2.3 PROPOSED DEVELOPMENT

The proposed development for the subject area is asphalt paved parking. Two alternatives for storm drainage are being considered, as described below. Figures illustrating the two alternatives for the storm drainage system are contained in Appendix B.

Alternative 1

This alternative for the drainage system consists of a series of storm drainage lines and catch basins to collect and transport storm water from the parking lot site to the main City box culvert located on Channel Street, west of Fourth Street. During a 5 year storm event, the City system could reach capacity and overflows would result. Overflows from the parking lot site would be diverted to a small treatment plant to be located east of Fourth Street, near China Basin Channel. Under this alternative, Area E will be entirely paved with asphalt and surrounded by a 3- to 4-foot fence.

The catch basins will be installed in excavations with aerial dimensions of approximately 4 feet by 4 feet and extending to depths of 4 to 6 feet. Trenches will be excavated to install the piping; the trenches are anticipated to be approximately 2 to 3-foot wide and will extend between 4 to 6 feet below grade. Estimated maximum excavation depth for the piping system is 6 feet bgs. The parking area will be graded and bermed to enhance flow to each of the catch basins, and paved with asphaltic concrete.

Alternative 2

This alternative includes perimeter grassy drainage swales to collect and drain storm water overflows.

The parking area will contain a storm drain system to collect surface water runoff. The storm drain system will consist of a network of catch basins and drainage swales to collect storm water on the parking lot. The storm water will be conveyed through a series of pipes and the drainage swales to one point of discharge. The discharge pipe will collect into one main and flow into the City box sewer in Channel Street near Fourth Street.

The catch basins will be installed in excavations with aerial dimensions of approximately 4 feet by 4 feet and extending to depths of 4 to 6 feet. Trenches will be excavated to install the

pipng; the trenches are anticipated to be approximately 2 to 3 feet wide and will extend between 4 to 6 feet below grade. Estimated maximum excavation depth for the piping system is 6 feet bgs. The swales will be approximately 32 feet in width and 2 to 3 feet in depth. The swales will be covered with a geotextile fabric and grass. The parking area will be graded and bermed to enhance flow to each of the catch basins, and paved with asphaltic concrete.

2.4 RISK ASSESSMENT

A health risk assessment (HRA) was conducted to evaluate the potential human health risks associated with the presence of chemicals in soil and groundwater assuming future use of the site as a parking lot with grassy swales (Geomatrix, May 1999). Potential noncarcinogenic hazard indexes and theoretical lifetime excess cancer risks were estimated for future on-site construction workers and future on-site visitors assuming conservative estimates of human exposure. Future on-site construction workers may be exposed to chemicals in soil across the site to the depth required for installation of the storm drain system or in groundwater if encountered in excavation areas. Following construction, potential exposure to future on-site visitors would be limited to exposed soil in the grass-covered swale areas.

The results of the HRA indicate that the presence of chemicals in soil and groundwater at the site should not pose an unacceptable noncarcinogenic or carcinogenic risk to future on-site construction workers and visitors. A summary table for the HRA results is provided as Table 7. Based on these results, it was also concluded that potential risks to nearby residents during construction and future on-site maintenance workers and trespassers after construction would also not be of concern.

3.0 OBJECTIVES

As described above, the results of the HRA indicate that chemicals in site soil do not present an unacceptable human health risk. However, dust from a construction site can present a nuisance if not controlled. Likewise, erosion of on-site soil during construction activities can increase the turbidity of surface water run-off.

Therefore, the objectives of the SMP are to:

- provide guidelines for soil handling, stockpiling, dust and erosion minimization and, if needed, soil disposal during site construction activities for the proposed parking lot; and

- describe procedures for soil management following site construction for the duration of the use of the Site as a parking lot.

4.0 PROPOSED SOIL MANAGEMENT PROCEDURES

The following two sections describe the soil management procedures that will be implemented during and following site construction.

4.1 SOIL MANAGEMENT PROCEDURES FOR SITE CONSTRUCTION

The following procedures will be implemented during site construction activities to minimize dust and control erosion.

4.1.1 Dust Control

The dust control measures to be implemented at the site correspond to the PM₁₀ control measures recommended by the Bay Area Air Quality Management District (BAAQMD) in their California Environmental Quality Act Guidelines. These measures consist of:

- Water all active construction areas at least twice daily or as necessary to prevent visible dust plumes from migrating outside of the site limits.
- Mist or spray water while loading transportation vehicles.
- Minimize drop heights while loading transportation vehicles.
- Use tarpaulins or other effective covers for trucks carrying soils that travel on public streets.
- Pave, apply water 3 times daily, or apply non-toxic soil stabilizers on all unpaved access roads, parking areas, and staging areas.
- Sweep all paved access routes parking areas and staging areas daily, if visibly soiled.
- Sweep street daily if visible soil material is carried onto public streets from the site.

4.1.2 Erosion Control

A Stormwater Pollution Prevention Plan (SWPPP) will be developed by the site contractor prior to initiation of Site work that details procedures for minimizing erosion. The SWPPP will include elements such as silt traps and hay bales to minimize surface water runoff from the Site into storm drains or the San Francisco Bay, berms to control Site runoff, and covering soil stockpiles during the rainy season (November through March) to minimize sediment runoff.

4.1.3 Soil Stockpile Management

Temporary stockpiling of excavated soil may be necessary throughout site construction. Soil stockpiled at the Site will be lightly sprayed with water as needed to minimize dust. To the extent practical, the soil stockpiles will be covered with plastic sheeting or other similar material at times when not in active use. When a soil stockpile is uncovered during the rainy season, it will be surrounded by hay bales and/or silt traps to minimize sediment runoff.

4.1.4 Soil Disposal

Site development has been designed to minimize the generation of excess soil; therefore, soil requiring off-site disposal is not anticipated. Although not anticipated at this time, if excess soil is generated from the site, the excess soil will be profiled to determine appropriate disposal options. Handling and disposal of the soil will be conducted in accordance with all applicable state and federal laws.

Based on chemical analysis results of soil samples collected from the site, total metal and organic concentrations are less than the Total Threshold Limit Concentrations (TTLCs) for designation as California Hazardous Waste. However, additional solubility testing of some of the metals (e.g., lead) would likely be required by disposal facilities to better assess the waste profile for the soil.

4.1.5 Site Access Control

The construction site will be fenced to control pedestrian or vehicular entry, except at controlled points (i.e., gates). Gates will be closed and locked during non-construction hours. "No-trespassing" signs will be posted every 500 feet along the fencing.

4.2 SOIL MANAGEMENT FOLLOWING SITE DEVELOPMENT

Following site development, the soil will be covered by asphalt pavement or grass (in the swale areas) and it is unlikely that the soil will be accessed, with the exception of future maintenance work on subsurface utilities. The HRA assessed possible health risks to future maintenance workers at the parking lot and concluded that chemicals in soil at the site should not pose an unacceptable carcinogenic or noncarcinogenic risk (Geomatrix, May 1999). Soil management procedures during future site maintenance work requiring soil excavation will be as described in Section 4.1 of this SMP; if waste soil is generated, the soil will be disposed in accordance with the procedures described in Section 4.1.4.

5.0 MAINTENANCE OF SITE COVER

Procedures in this section are applicable only if Alternative 2 is selected for the storm drainage system.

Although the HRA concluded that soil in the grass-covered swale area would not present an unacceptable risk to human health for parking lot visitors or trespassers, it is prudent that the grass-covered swale areas be well maintained. Therefore, the swale areas will be inspected monthly during the baseball season, and quarterly during the off-season to visually observe the condition of the grass cover. Large areas of exposed soil (e.g., areas larger than several feet in diameter) should be reseeded as quickly as practical. A log of the parking area inspections ("Inspection Log") will be maintained at the site and will include written comments on the condition of the grass cover, areas requiring repairs, and repair dates.

Annual inspections of the paved parking areas will be performed to observe whether breaches in the pavement that may allow prolonged access to site soil are visible. If observed, the breach would be repaired such that the soil cover is maintained. Results of the annual inspections of the paved parking areas will be documented in the Inspection Log, described above.

6.0 CONTINGENCY PLAN

A Contingency Plan for this site is not warranted. The purpose of a Contingency Plan is to present response actions to an emergency situation. The results of the HRA indicate that exposure to site soil or groundwater while breaches in the pavement or grassy areas are being repaired would not present a situation requiring an emergency response.

7.0 HEALTH AND SAFETY GUIDELINES

A health and safety plan for site construction will be developed by the site contractor before initiation of the development activities. The results of the HRA indicate that the presence of chemicals in soil and groundwater at the site should not pose an unacceptable health risk to future construction workers or nearby receptors during construction or future maintenance workers, visitors or trespassers after construction. Therefore, a health and safety plan for known chemical hazards at the Site is not warranted, and the health and safety plan will focus on physical hazards. Additionally, contingency actions for encountering unanticipated buried hazards (e.g., drums, or other containers) will also be included in the health and safety plan.



8.0 FACILITY MAP

The final construction plan for the Site development is not complete. A copy of this plan will be forwarded to the SFDPH as an addendum to this SMP once it has been finalized.



9.0 REFERENCES

Geomatrix Consultants, Inc., 1999, Site Use History and Article 20 Sampling Program, March.

Harding Lawson Associates, 1999, RCRA Closure Certification Report, Former H&H Ship Service Facility, San Francisco, California, February 4.

TABLE 1
SUMMARY OF ANALYTICAL RESULTS
METALS DETECTED IN SOIL SAMPLES¹

Proposed Imperial Parking Area
Area E - Port of San Francisco Property
South of China Basin Channel, San Francisco, California

Concentrations are reported in milligrams per kilogram (mg/kg)

Sample I.D.	Sample Interval (feet bgs)	Antimony	Arsenic	Barium	Beryllium	Cadmium	Total Chromium	Cobalt	Copper	Lead	Mercury	Molybdenum	Nickel	Selenium	Silver	Thallium	Vanadium	Zinc
GMX-1-1.0	0.5 - 1.0	<5.0	<0.35	27	<5.0	<5.0	120	16	9.6	8.7	<0.1	<5.0	220	<5.0	<5.0	<5.0	36	37
GMX-1-4.5	4.5 - 5.0	<5.0	2.5	35	<5.0	<5.0	200	24	12	13	<0.1	<5.0	370	<5.0	<5.0	<5.0	20	32
GMX-2-1.0	0.5 - 1.0	<5.0	<0.35	170	<5.0	<5.0	62	15	50	220	0.13	<5.0	71	<5.0	<5.0	<5.0	49	150
GMX-2-4.5	4.5 - 5.0	<5.0	<0.35	160	<5.0	<5.0	91	17	31	54	<0.1	18	110	<5.0	<5.0	<5.0	40	83
GMX-3-1.0	0.5 - 1.0	33	64	84	<5.0	<5.0	35	12	93	250	0.28	<5.0	140	<5.0	<5.0	<5.0	20	250
GMX-3-4.5	4.5 - 5.0	15	7.7	76	<5.0	<5.0	110	14	44	98	0.23	<5.0	240	<5.0	<5.0	<5.0	24	130
GMX-4-1.0	0.5 - 1.0	<5.0	1.8	170	<5.0	<5.0	42	16	40	110	0.16	<5.0	100	<5.0	<5.0	<5.0	31	94
GMX-4-4.5	4.5 - 5.0	<5.0	<0.35	100	<5.0	<5.0	36	8.7	26	53	<0.1	<5.0	40	<5.0	<5.0	<5.0	27	60
GMX-5-1.0	0.5 - 1.0	<5.0	0.47	26	<5.0	<5.0	21	<5.0	7.1	42	<0.1	<5.0	20	<5.0	<5.0	<5.0	17	69
GMX-5-7.0	4.5 - 5.0	<5.0	2.5	47	<5.0	<5.0	11	<5.0	13	60	0.57	<5.0	12	<5.0	<5.0	<5.0	12	35
GMX-6-1.0	0.5 - 1.0	<5.0	<0.35	360	<5.0	<5.0	17	12	66	17	<0.1	<5.0	21	<5.0	<5.0	<5.0	28	40
GMX-6-4.5	4.5 - 5.0	<5.0	<0.35	210	<5.0	<5.0	43	14	46	62	0.18	<5.0	59	<5.0	<5.0	<5.0	29	55
GMX-7-1.0	0.5 - 1.0	<5.0	10	160	<5.0	<5.0	21	5.3	93	290	5.7	<5.0	28	<5.0	<5.0	<5.0	17	320
GMX-7-5.0	4.5 - 5.0	<5.0	<0.35	180	<5.0	<5.0	87	21	35	750	<0.1	<5.0	250	<5.0	<5.0	<5.0	29	160
GMX-8-1.0	0.5 - 1.0	<5.0	<0.35	680	<5.0	<5.0	21	32	130	18	<0.1	<5.0	34	<5.0	<5.0	<5.0	40	49
GMX-8-4.5	4.5 - 5.0	<5.0	5	100	<5.0	<5.0	6.8	<5.0	21	61	<0.1	<5.0	9.1	<5.0	<5.0	<5.0	12	41
Background ²		5.5	19.1	323	1	2.7	99	22	69	16	0.4	7.4	120	5.6	1.8	27	74	106
95% UTL		25.7	45.7	572.3	5.0	5.0	190.0	32.8	133.1	602.0	4.0	14.0	379.8	5.0	5.0	5.0	53.7	311.7
95% UTL > Background?		Yes	Yes	Yes	NA	NA	Yes	Yes	Yes	Yes	Yes	Yes	Yes	NA	NA	NA	No	Yes

Note:

¹ Soil samples collected by Geomatrix Consultants, Inc. and analyzed by Entech Analytical Laboratories of Sunnyvale, California, for Title 22 metals using EPA Methods 6000/7000 Series.

² Background = Lawrence Berkeley National Laboratory, 1995.

Abbreviations:

feet bgs = feet below ground surface.

< = analyte not detected at or above method detection limit shown.

NA = not applicable; sample results below detection limit reported by the analytical laboratory.

95% UTL = 95 percent upper tolerance limit.

TABLE 2
SUMMARY OF ANALYTICAL RESULTS
VOLATILE ORGANIC COMPOUNDS DETECTED IN SOIL SAMPLES¹
 Proposed Imperial Parking Area
 Area E - Port of San Francisco Property
 South of China Basin Channel, San Francisco, California
 Concentrations are reported in milligrams per kilogram (mg/kg)

Sample I.D.	Sample Interval (feet bgs)	Toluene	Ethyl-benzene	Xylenes	1,2,4-Trimethyl-benzene
GMX-1-1.0	0.5 - 1.0	0.030	<0.005	0.029	0.010
GMX-1-4.5	4.5 - 5.0	0.008	<0.005	<0.005	<0.005
GMX-2-1.0	0.5 - 1.0	0.013	<0.005	0.009	0.005
GMX-2-4.5	4.5 - 5.0	0.007	<0.005	<0.005	<0.005
GMX-3-1.0	0.5 - 1.0	0.014	<0.005	0.006	<0.005
GMX-3-4.5	4.5 - 5.0	0.023	<0.005	0.018	0.014
GMX-4-1.0	0.5 - 1.0	0.020	<0.005	0.030	<0.005
GMX-4-4.5	4.5 - 5.0	<0.005	<0.005	<0.005	<0.005
GMX-5-1.0	0.5 - 1.0	0.027	<0.005	0.014	0.008
GMX-5-7.0	4.5 - 5.0	<0.005	<0.005	<0.005	<0.005
GMX-6-1.0	0.5 - 1.0	0.037	<0.005	0.056	0.036
GMX-6-4.5	4.5 - 5.0	<0.005	<0.005	<0.005	<0.005
GMX-7-1.0	0.5 - 1.0	0.008	<0.005	0.009	<0.005
GMX-7-5.0	4.5 - 5.0	0.021	<0.005	0.009	<0.005
GMX-8-1.0	0.5 - 1.0	<0.005	0.023	0.046	<0.005
GMX-8-4.5	4.5 - 5.0	0.008	<0.005	0.010	<0.005

Note:

¹ Soil samples collected by Geomatrix Consultants, Inc. and analyzed by Entech Analytical Laboratories of Sunnyvale, California, for VOCs using EPA Method 8260B.

Abbreviations:

feet bgs = feet below ground surface.

<= indicates result less than the laboratory detection limit indicated.

VOCs = volatile organic compounds.

TABLE 3
SUMMARY OF ANALYTICAL RESULTS
POLYNUCLEAR AROMATIC COMPOUNDS DETECTED IN SOIL SAMPLES¹

Proposed Imperial Parking Area
 Area E - Port of San Francisco Property
 South of China Basin Channel, San Francisco, California

Concentrations are reported in milligrams per kilogram (mg/kg)

Sample I.D.	Sample Interval (feet bgs)	Acenaphthene	Acenaphthylene	Anthracene	Benzo(a)anthracene	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Benzo(g,h,i)perylene	Benzo(a)pyrene	Chrysene	Dibenzo(a,h)anthracene	Fluoranthene	Fluorene	Indeno(1,2,3-cd)pyrene	Naphthalene ²	Phenanthrene	Pyrene
GMX-1-1.0	0.5 - 1.0	<0.04	<0.04	<0.04	<0.04	<0.002	<0.04	<0.04	<0.04	0.089	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	0.058
GMX-1-4.5	4.5 - 5.0	<0.01	<0.01	0.023	<0.01	0.029	<0.01	<0.01	<0.01	<0.01	<0.01	0.025	<0.01	<0.01	<0.01	0.024	0.029
GMX-2-1.0	0.5 - 1.0	<0.02	0.024	0.103	0.141	<0.002	<0.02	<0.02	<0.02	0.08	<0.02	0.363 ³	<0.02	<0.02	<0.02	0.105	0.415 ³
GMX-2-4.5	4.5 - 5.0	<0.002	0.0024	0.0066	0.022	0.022	0.0048	<0.002	<0.002	0.011	<0.002	0.023	<0.002	<0.002	0.0058	0.0068	0.025
GMX-3-1.0	0.5 - 1.0	<0.02	<0.02	0.078	0.114	<0.002	<0.02	<0.02	<0.02	0.064	<0.02	0.169	<0.02	<0.02	<0.02	0.08	0.16
GMX-3-4.5	4.5 - 5.0	<0.01	<0.01	<0.01	0.025	0.04	<0.01	<0.01	<0.01	0.014	<0.01	0.036	<0.01	<0.01	<0.01	0.024	0.045
GMX-4-1.0	0.5 - 1.0	<0.04	<0.04	<0.04	0.072	<0.04	<0.04	<0.04	<0.04	0.061	<0.04	0.142	<0.04	<0.04	<0.04	0.071	0.183
GMX-4-4.5	4.5 - 5.0	0.053	0.107	0.129	<0.02	<0.2	<0.2	<0.2	0.295	0.18	<0.2	0.628 ⁴	<0.02	<0.2	0.057	0.668 ⁴	0.777 ⁴
GMX-5-1.0	0.5 - 1.0	<0.02	<0.02	<0.02	<0.002	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02	0.032	<0.02	<0.02	<0.02	0.02	0.034
GMX-5-7.0	4.5 - 5.0	<0.002	<0.002	0.026	<0.002	<0.002	<0.002	<0.002	<0.002	0.004	<0.002	0.011	<0.002	<0.002	<0.002	0.026	0.013
GMX-6-1.0	0.5 - 1.0	<0.04	<0.04	<0.04	0.205	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	0.046	<0.04	<0.04	<0.04	0.06	0.107
GMX-6-4.5	4.5 - 5.0	<0.01	<0.01	0.029	0.122	0.1	0.023	0.038	0.072	0.056	<0.01	0.11	<0.01	0.042	<0.01	0.029	0.111
GMX-7-1.0	0.5 - 1.0	<0.02	<0.02	0.024	0.187	<0.02	<0.02	<0.02	<0.02	0.098	<0.02	0.196	<0.02	<0.02	<0.02	0.194	0.224
GMX-7-5.0	4.5 - 5.0	<0.01	<0.01	<0.01	0.031	<0.01	<0.01	<0.01	<0.01	<0.04	<0.01	<0.01	<0.01	<0.01	<0.04	0.072	<0.01
GMX-8-1.0	0.5 - 1.0	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04	0.288	<0.04	<0.04	0.095	0.156	0.374
GMX-8-4.5	4.5 - 5.0	0.019	0.078	<0.01	0.314 ⁴	0.457 ⁴	<0.01	<0.01	<0.01	0.323 ⁴	<0.01	0.772 ⁴	<0.01	<0.01	<0.01	0.288 ⁴	0.680 ⁴

Notes:

¹ Soil samples collected by Geomatrix Consultants, Inc. and analyzed by Advanced Technology Laboratories of Signal Hill, California, for PNAs using EPA Method 8270 SIMS.

² Detected concentration reported as part of EPA Method 8260.

³ Results reported from a 1:100 dilution.

⁴ Results reported from a 1:50 dilution.

Abbreviations:

feet bgs = feet below ground surface.

< = indicates result less than the laboratory detection limit indicated.

PNAs = polynuclear aromatic hydrocarbons.



TABLE 4

SUMMARY OF ANALYTICAL RESULTS

OTHER MAHER PARAMETERS¹

Proposed Imperial Parking Area

Area E - Port of San Francisco Property

South of China Basin Channel, San Francisco, California

Concentrations are reported in milligrams per kilogram (mg/kg) unless noted

Sample I.D.	Sample Interval (feet bgs)	Asbestos	Cyanide	Fluoride	Total Sulfide	pH (no units)	FID (ppmv)
GMX-1-1.0	0.5 - 1.0	<1%	<0.5	<0.5	<0.5	8.4	0
GMX-1-4.5	4.5 - 5.0	NA	NA	NA	NA	NA	
GMX-2-1.0	0.5 - 1.0	NA	NA	NA	NA	NA	100
GMX-2-4.5	4.5 - 5.0	<1%	NA	NA	NA	9.4	
GMX-3-1.0	0.5 - 1.0	NA	NA	NA	NA	NA	0
GMX-3-4.5	4.5 - 5.0	<1%	<0.5	<0.5	<0.5	8.8	
GMX-4-1.0	0.5 - 1.0	<1%	NA	NA	NA	9.4	100
GMX-4-4.5	4.5 - 5.0	NA	NA	NA	NA	NA	
GMX-5-1.0	0.5 - 1.0	<1%	<0.5	<0.5	<0.5	9.1	100
GMX-5-7.0	4.5 - 5.0	NA	NA	NA	NA	NA	
GMX-6-1.0	0.5 - 1.0	NA	NA	NA	NA	NA	1100
GMX-6-4.5	4.5 - 5.0	<1%	NA	NA	NA	9.2	
GMX-7-1.0	0.5 - 1.0	NA	NA	NA	NA	NA	10
GMX-7-5.0	4.5 - 5.0	<1%	<0.5	<0.5	<0.5	9.2	
GMX-8-1.0	0.5 - 1.0	<1%	NA	NA	NA	7.7	150
GMX-8-4.5	4.5 - 5.0	NA	NA	NA	NA	NA	

Note:

¹ Soil samples collected by Geomatrix Consultants, Inc. and analyzed for pH, cyanide, total sulfide, fluoride, and asbestos using EPA Methods 9045, 9010, 9030, and 340.2M, and polarized light microscopy. Analyses performed by Entech Analytical Laboratories, Inc. of Sunnyvale, California (pH and fluoride), Advanced Technology Laboratories of Signal Hill, California (cyanide and total sulfide), and EMSL Analytical, Inc. of Milpitas, California (asbestos).

Abbreviations:

feet bgs = feet below ground surface.

< = analyte not detected at or above method detection limit shown.

NA = not analyzed.

FID = flame ionization detector.

ppmv = parts per million vapor.

TABLE 5
SUMMARY OF ANALYTICAL RESULTS
METALS DETECTED IN GRAB GROUNDWATER SAMPLES¹

Proposed Imperial Parking Area
Area E - Port of San Francisco Property
South of China Basin Channel, San Francisco, California

Concentrations are reported in milligrams per liter (mg/l)

Sample I.D.	Sb	Ar	Ba	Be	Cd	Cr.Total	Co	Cu	Pb	Hg	Mo	Ni	Se	Ag	Tl	V	Zn
GMX-1 ²	0.092/ 0.1	<0.005	0.1	<0.004	<0.005	<0.005	<0.005	<0.005	<0.015	<0.0005	0.018/ 0.02	0.010/ 0.011	<0.015	<0.005	<0.002	<0.010	0.014
GMX-5	<0.005	<0.005	1.7	<0.004	<0.005	0.006	0.008	<0.005	<0.015	<0.0005	0.051	0.006	<0.015	0.034	<0.002	<0.010	0.025

Notes:

¹ Soil samples collected by Geomatrix Consultants, Inc. and analyzed by Entech Analytical Laboratories, of Sunnyvale, California for Title 22 metals using EPA Methods 6000/7000 Series.

² Second result from duplicate sample GMX-11.

Abbreviation:

< = indicates result less than the laboratory detection limit indicated.

Sb = Antimony

Ar = Arsenic

Ba = Barium

Be = Beryllium

Cd = Cadmium

Cr Total = Total Chromium

Co = Cobalt

Cu = Copper

Pb = Lead

Hg = Mercury

Mo = Molybdenum

Ni = Nickel

Se = Selenium

Ag = Silver

Tl = Thallium

V = Vanadium

Zn = Zinc

TABLE 6

SUMMARY OF HEALTH RISK ASSESSMENT RESULTS

Proposed Imperial Weitz Parking Lot Areas

Area E - Port of San Francisco Property

South of China Basin Channel, San Francisco, California

Noncancer Hazard Indexes

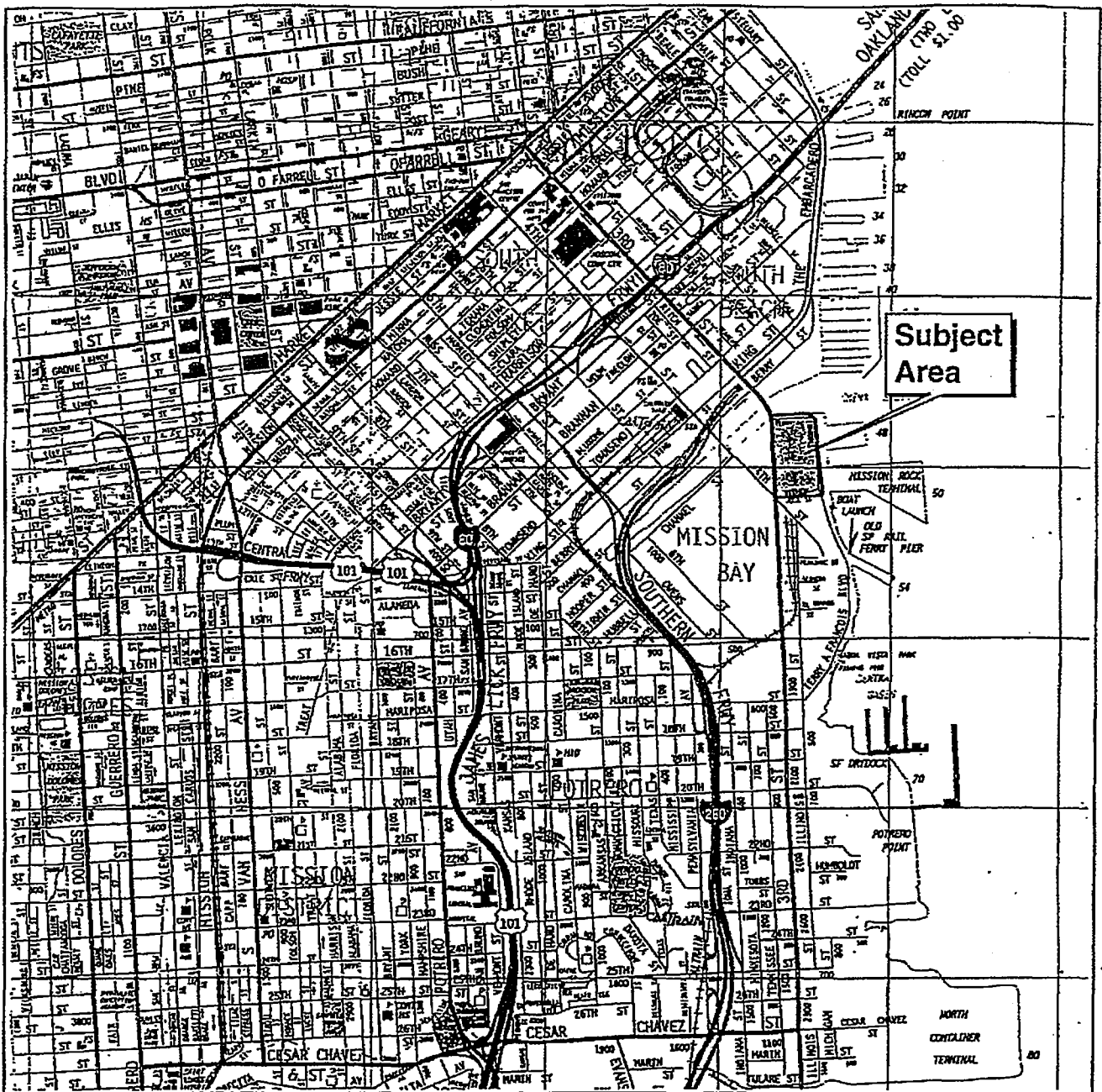
Scenario	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Particulates	Dermal Contact with Groundwater	Hazard Index
Future On-site Construction Worker	6E-02	2E-03	8E-04	7E-03	7E-02
Future On-site Visitor	1E-02	5E-03	7E-07	NA	1E-02

Theoretical Lifetime Excess Cancer Risks

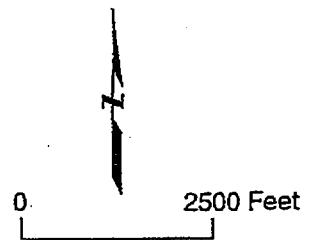
Scenario	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Particulates	Dermal Contact with Groundwater	Excess Cancer Risk
Future On-site Construction Worker	3E-07	1E-08	7E-08	4E-06	4E-06
Future On-site Visitor	5E-07	3E-07	9E-10	NA	8E-07


Note:

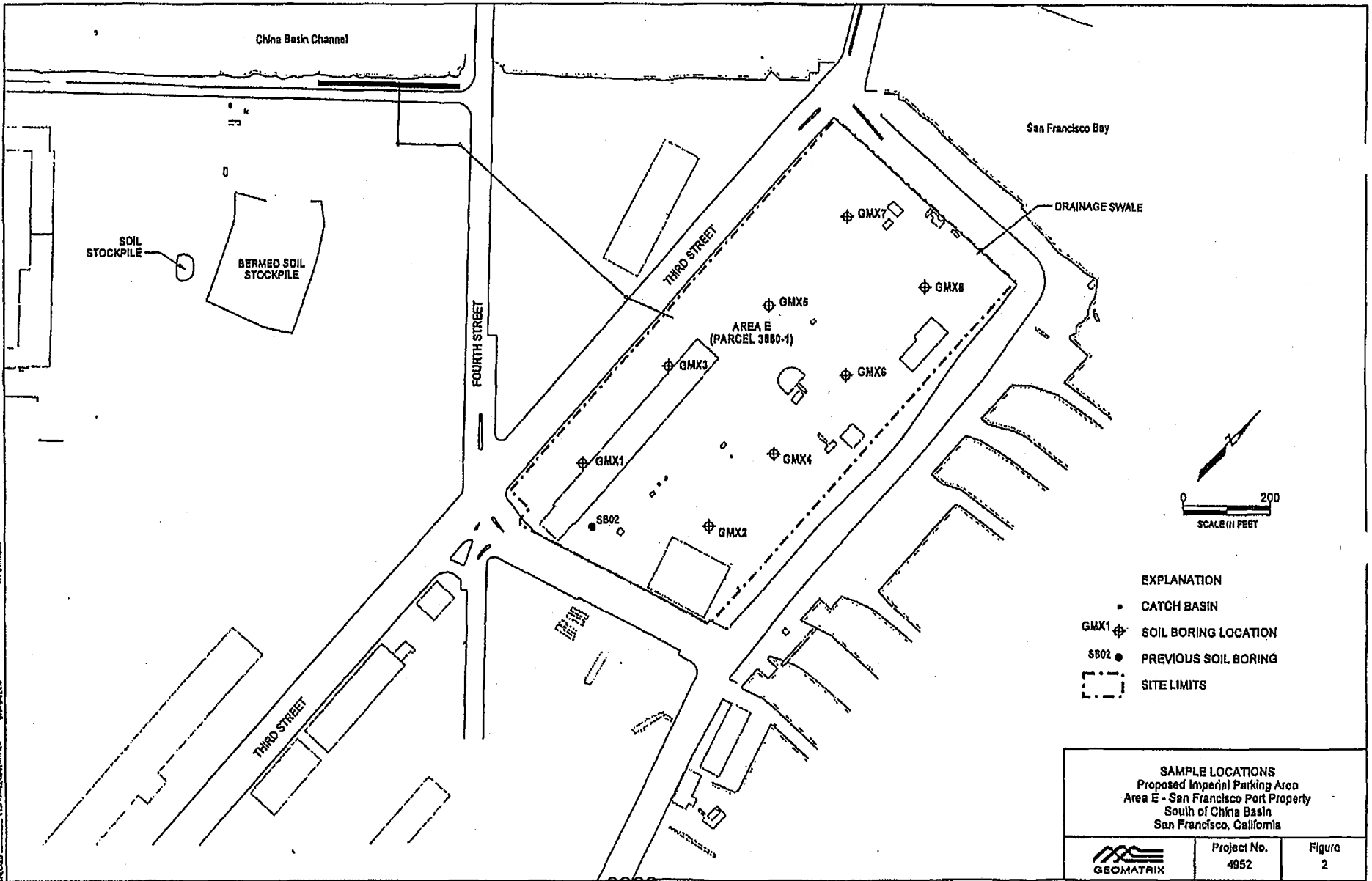
NA = Not applicable




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 GEOMATRIX	SITE LOCATION MAP Proposed Imperial Parking Area Area E - San Francisco Port Property South of China Basin San Francisco, California	Figure 1
		Project No. 4952

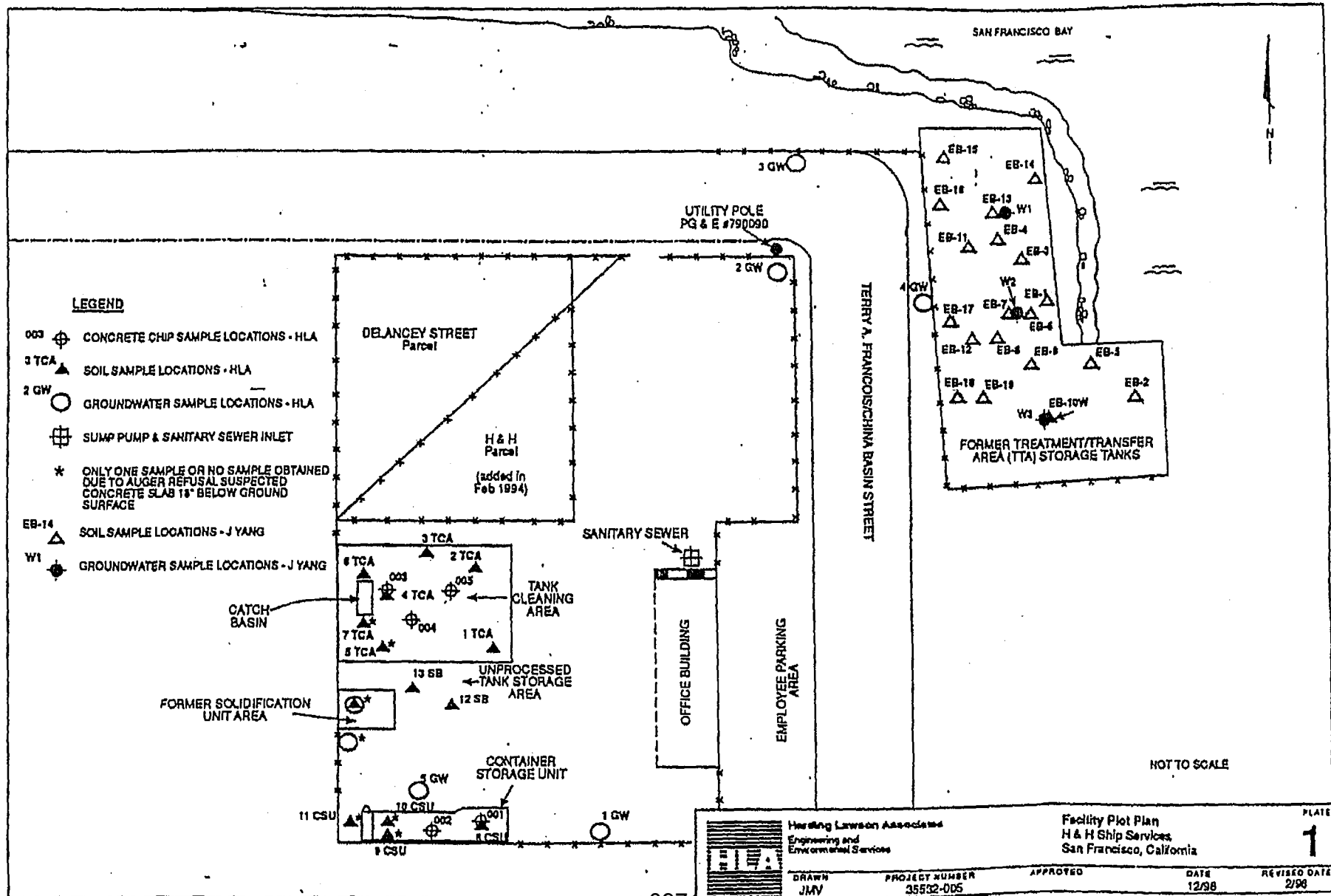


28 MAY 1975 10:23
 24 1800 4 0223 0123 0401 05 0204 04
 112 0202 0202 0202 0202 0202 0202 0202
 W.P. Adams
 0969

SAMPLE LOCATIONS Proposed Imperial Parking Area Area E - San Francisco Port Property South of China Basin San Francisco, California		
 GEOMATRIX	Project No. 4952	Figure 2

APPENDIX A

Data Summaries from Previous Investigations



	Herling Lawson Associates Engineering and Environmental Services	Facility Plot Plan H & H Ship Services San Francisco, California	PLATE 1	
	DRAWN JMV	PROJECT NUMBER 35532-005	APPROVED	DATE 12/98

Table 4. Summary of Chemicals Detected In Soil
 Tank Cleaning Area, Container Storage Unit, and Solidification Unit
 H & H Ship Service Company
 San Francisco, California

Analyte	Units	Number of Detections	Number of Analyses	Frequency of Detection	Minimum Detected Conc.	Maximum Detected Conc.	Location of Maximum Conc.
Inorganics							
Arsenic	mg/kg	16	17	94%	ND	9.2E+01	3TCA-008
Barium	mg/kg	17	17	100%	3.8E+01	6.5E+02	12SB-023
Cadmium	mg/kg	1	17	6%	ND	5.3E-01	3TCA-008
Chromium	mg/kg	17	17	100%	7.3E+00	7.0E+01	1TCA-001
Cobalt	mg/kg	17	17	100%	3.8E+00	4.0E+01	3TCA-007
Copper	mg/kg	17	17	100%	8.9E+00	1.4E+02	10CSU-021
Lead	mg/kg	18	17	94%	ND	2.1E+02	1TCA-001
Mercury	mg/kg	16	17	94%	ND	4.8E-01	2TCA-005
Nickel	mg/kg	17	17	100%	1.3E+01	3.2E+02	6TCA-014
Silver	mg/kg	3	17	18%	ND	3.0E+00	3TCA-007
Thallium	mg/kg	11	17	65%	ND	1.1E+01	1TCA-001
Vanadium	mg/kg	17	17	100%	1.8E+01	4.8E+01	5TCA-013
Zinc	mg/kg	17	17	100%	3.2E+01	2.5E+02	4TCA-011
Petroleum							
Oil and Grease (Total)	mg/kg	17	17	100%	1.1E+02	6.4E+03	4TCA-011
Oil and Grease (Non-Polar)	mg/kg	18	17	94%	ND	5.0E+03	3TCA-007
TPH-Diesel	mg/kg	17	17	100%	5.0E+00	2.1E+03	4TCA-011
TPH-Gasoline	mg/kg	4	17	24%	ND	1.0E+02	4TCA-011
Toluene	mg/kg	17	17	100%	1.2E-02	1.3E+00	3TCA-007
Ethylbenzene	mg/kg	3	17	18%	ND	6.3E-01	4TCA-011
Xylene	mg/kg	6	17	35%	ND	9.3E+00	4TCA-011
PCBs							
Aroclor 1018	mg/kg	2	17	12%	ND	1.0E-01	5TCA-013
Aroclor 1254	mg/kg	7	17	41%	ND	2.4E-01	5TCA-013
Aroclor 1280	mg/kg	3	17	18%	ND	5.5E-01	5TCA-013
PAHs							
Acenaphthene	mg/kg	2	17	12%	ND	9.3E-01	8CSU-018
Acanaphthylene	mg/kg	3	17	18%	ND	1.5E+00	8CSU-018
Anthracene	mg/kg	5	17	29%	ND	3.1E+00	8CSU-018
Benz(a)anthracene	mg/kg	11	17	65%	ND	2.4E+00	8CSU-018
Benzo(b,k)fluoranthene	mg/kg	11	17	65%	ND	2.6E+00	8CSU-018
Benzo(a)pyrene	mg/kg	10	17	59%	ND	1.8E+00	8CSU-018
Benzo(g,h,i)perylene	mg/kg	10	17	59%	ND	6.6E-01	8CSU-018
Chrysene	mg/kg	11	17	65%	ND	2.3E+00	8CSU-018
Dibenz(a,h)anthracene	mg/kg	7	17	41%	ND	3.7E-01	8CSU-018
Fluoranthene	mg/kg	14	17	82%	ND	4.3E+00	8CSU-018
Fluorene	mg/kg	5	17	29%	ND	3.7E+00	8CSU-018
Indeno(1,2,3-cd)pyrene	mg/kg	9	17	53%	ND	7.0E-01	8CSU-018
Naphthalene	mg/kg	5	17	29%	ND	2.5E+00	4TCA-011
Phenanthrene	mg/kg	15	17	88%	ND	6.3E+00	8CSU-018
Pyrene	mg/kg	15	17	88%	ND	4.7E+00	8CSU-018

mg/kg Milligrams per kilogram.
 Note: Only detected compounds are listed.

**Table 8. Summary of Chemicals Detected In Groundwater
Tank Cleaning Area, Container Storage Unit, and Solidification Unit
H & H Ship Service Company
San Francisco, California**

Chemical	Units	Number of Detections	Number of Analyses	Frequency of Detection	Minimum Detected Concentration	Maximum Detected Concentration	Location of Maximum Concentration
Inorganics (filtered)							
Arsenic	mg/L	1	5	20%	0.812	0.812	3GW
Barium	mg/L	5	5	100%	0.0847	0.748	3GW
Cobalt	mg/L	1	5	20%	0.0165	0.0165	2GW
Molybdenum	mg/L	1	5	20%	0.0207	0.0207	4GW
Nickel	mg/L	2	5	40%	0.0419	0.0683	2GW
Zinc	mg/L	1	5	20%	0.128	0.128	4GW
Inorganics (unfiltered)							
Arsenic	mg/L	2	4	50%	0.3	9.2	1GW
Barium	mg/L	4	4	100%	0.27	5.1	1GW
Cadmium	mg/L	3	4	75%	0.012	0.026	1GW
Chromium	mg/L	4	4	100%	0.049	1.1	3GW
Cobalt	mg/L	4	4	100%	0.31	2.5	3GW
Copper	mg/L	4	4	100%	0.056	2	2GW
Lead	mg/L	4	4	100%	0.66	5.8	2GW
Mercury	mg/L	4	4	100%	0.0017	2	4GW
Nickel	mg/L	4	4	100%	0.32	12	3GW
Thallium	mg/L	1	4	25%	0.15	0.15	1GW
Vanadium	mg/L	3	4	75%	0.061	0.47	1GW
Zinc	mg/L	4	4	100%	1	7.2	1GW
Petroleum (unfiltered)							
TPH-Diesel	mg/L	1	4	25%	2.4	2.4	1GW
PCBs (unfiltered) None Detected							
PAHs (unfiltered)							
Acenaphthylene	µg/L	1	5	20%	0.5	0.5	1GW
Anthracene	µg/L	1	5	20%	1.1	1.1	1GW
Benz(a)anthracene	µg/L	3	5	60%	0.14	5.1	1GW
Benzo(b)fluoranthene	µg/L	1	1	100%	0.56	0.56	5GW
Benzo(k)fluoranthene	µg/L	1	1	100%	0.12	0.12	5GW
Benzo(b,k)fluoranthene	µg/L	3	4	75%	0.6	10	1GW
Benzo(a)pyrene	µg/L	3	5	60%	0.34	6.8	1GW
Benzo(g,h,i)perylene	µg/L	3	5	60%	0.5	5.5	1GW
Chrysene	µg/L	2	5	40%	7	7	1GW
Dibenz(a,h)anthracene	µg/L	1	5	20%	1.2	1.2	1GW
Fluoranthene	µg/L	3	5	60%	0.7	10	1GW
Fluorene	µg/L	1	5	20%	1.5	1.5	5GW
Indeno(1,2,3-cd)pyrene	µg/L	1	5	20%	4.2	4.2	1GW
Naphthalene	µg/L	3	5	60%	0.5	1.1	5GW
Phenanthrene	µg/L	4	5	80%	0.5	4.8	1GW
Pyrene	µg/L	4	5	80%	0.6	10	1GW
PAHs (filtered) None Detected							

mg/L Milligrams per liter.

µg/L Micrograms per liter.

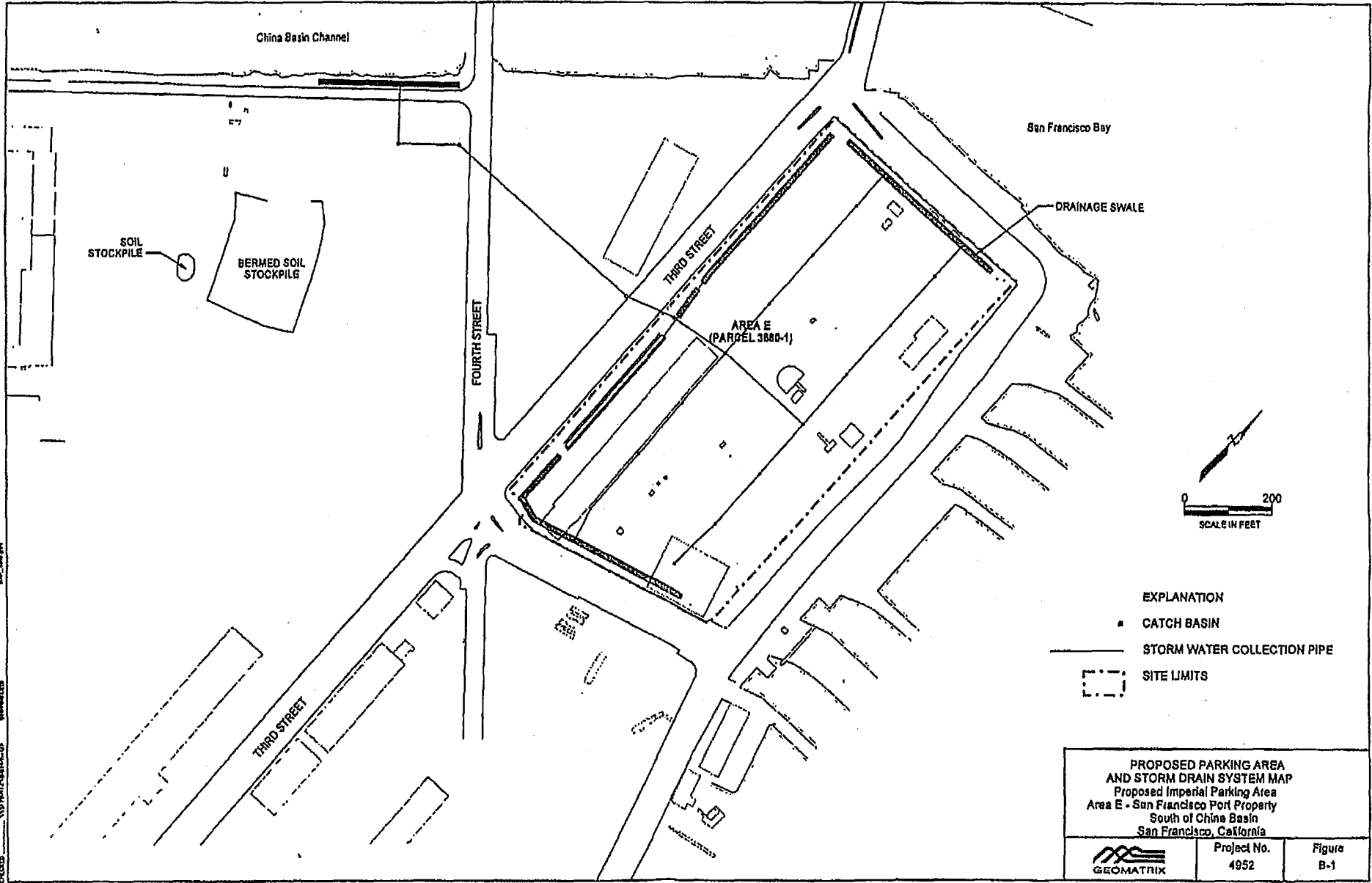
ND Not detected.

NA Not available.


Note: Only detected analytes are listed.

APPENDIX B

Site Plans Illustrating Alternative Storm Drainage Systems



DATE: 05/11/05
 DRAWN BY: J. S. S. / J. S. S.
 CHECKED BY: J. S. S. / J. S. S.

PROPOSED PARKING AREA AND STORM DRAIN SYSTEM MAP Proposed Imperial Parking Area Area E - San Francisco Port Property South of China Basin San Francisco, California		
 GEOMATRIX	Project No. 4952	Figure B-1

APPENDIX D
Covenant to Restrict Use of Property
Recorded January 27, 2000



RECORDING REQUESTED BY:
The Port of San Francisco
Ferry Building
San Francisco, California 94111

San Francisco Assessor-Recorder
Doris M. Ward, Assessor-Recorder
DOC- 2000-G723986-00

Acct 25-NO CHARGE DOCUMENT
Thursday, JAN 27, 2000 10:47:55
FRE \$0.00
Tt1 Pd \$0.00
REEL H561 IMAGE 0199
Nbr-0001346614
ced/ER/1-16

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
700 Heinz Avenue, Suite 300
Berkeley, California 94710
Attention: Mohinder S. Sandhu, P.E., Chief
Standardized Permits and Corrective
Action Branch

N/c
16

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: H&H Site located at Seawall Lot 337, City and County of San Francisco)

This Covenant and Agreement ("Covenant") is made by and between COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: H&H Site located at Seawall Lot 337, City and County of San Francisco

This Covenant and Agreement ("Covenant") is made by and between the City and County of San Francisco, a charter city and county in trust (the "Covenantor"), the current owner, of certain property situated in the City and County of San Francisco, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the

"Department"). Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties", therefore intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health, safety and the environment.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately 14 acres, is more particularly described in Exhibit "A" and depicted in Exhibit "A-1", attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded by Terry Francois Boulevard on the North and East, in the City and County of San Francisco, California.

1.02. The site was created by filling marshlands and shallow tidal flats bordering San Francisco Bay between 1877 and 1913. Sources of fill are unknown, but likely included construction/demolition debris and rubble, and rock and dirt cut from nearby hills. Historical uses of the Site include railroad tracks and related support structures, parking and shipping by truck, and truck maintenance. From 1950 to 1996 H&H Ship Service operated a hazardous waste treatment facility, including a tank cleaning area and drum storage unit, and used portions of the Property for vehicle parking and offices.

In 1978 several of the wastes managed at the H&H Ship Service facility were determined to be hazardous wastes subject to federal and state hazardous waste management regulations. Since that time, the Department of Toxic Substances Control (or its predecessor in interest, the Department of Health Services) authorized H&H Ship Service's operations pursuant to an interim status document. Under this authorization the property was a hazardous waste facility (Facility), regulated by the Department, subject to the requirements of the California Hazardous Waste Control Law ("HWCL"), at Health and Safety Code ("H&S Code") section 25100 et seq., and the federal Resource Conservation and Recovery Act ("RCRA"), at 42 U.S.C. section 6901 et seq.

The Department is requiring this Covenant pursuant to the closure requirements of the HWCL, including H&S Code section 25246 and post-closure notices provisions of Title 22 California Code of Regulations [section 66265.119(b) for interim status hazardous waste facilities], as part of the facility closure. The Department circulated a closure plan, dated August 30, 1996 and a draft Categorical Exemption pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq for

public review and comment from December 23, 1999 to January 24, 2000. The Department approved the closure plan, closure certification report titled, *RCRA Closure Certification Report, Former H&H Ship Service Facility, San Francisco, California, dated February 4, 1999*, containing a health risk assessment, and the Categorical Exemption on January 26, 2000. Hazardous wastes, which are also hazardous materials as defined in Health and Safety Code sections 25117 and 25260, including petroleum hydrocarbons, polynuclear aromatic hydrocarbons, metals and arsenic, remain in the soil and groundwater at the Site at concentrations below those which would pose a significant human health risk under proposed reuse scenarios. The health risk assessment did not evaluate an unrestricted land use scenario, recreational use involving direct contact with soil, or potential impacts from use of groundwater. Therefore a deed restriction to limit use of the property to those exposure scenarios evaluated and found to be below acceptable risk limits is required as part of the facility closure.

1.03. As detailed in the health risk assessment within the *RCRA Closure Certification Report*, as approved by the Department on January 26, 2000, portions of the surface and subsurface soils on the Site contain hazardous wastes and hazardous materials, as defined in H&S Code section 25117 and 25260, including the following contaminants of concern: arsenic (up to 92 mg/kg) and benzo(a)pyrene (up to 2.5 mg/kg). Groundwater beneath the Property is found within 10 to 20 feet below ground surface. Dissolved arsenic was found in groundwater at up to 812 ug/l. California drinking water standards are arsenic at 50 ug/l. Because the health risk assessment did not evaluate an unrestricted land use scenario, recreational use involving direct contact with soil, or potential impacts from use of groundwater, the Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21, day care center, or recreational use involving direct contact with soil would entail an unacceptable potential human health risk. The Department further concluded that the Property, subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment.

ARTICLE II DEFINITIONS

2.01. Department. "Department" shall mean the California Department of Toxic Substances Control and shall include its successor agencies, if any.

2.02. Owner. "Owner" shall mean the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03. Occupant. "Occupant" shall mean Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

ARTICLE III
GENERAL PROVISIONS

3.01. Restrictions to Run With the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every one of the Restrictions: (a) shall run with the land pursuant to H&SC sections 25202.5, and 25202.6 and Civil Code section 1471; (b) shall inure to the benefit of and pass with each and every portion of the Property, (c) shall apply to and bind the respective successors in interest to the Property, (d) are for the benefit of, and shall be enforceable by the Department, and (e) are imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding Upon Owners/Occupants. Pursuant to Health and Safety Code section 25202.5(b), this Covenant shall be binding upon all of the owners of the land, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the covenantee(s) herein. "Owner" shall include "Covenantor".

3.04. Written Notice of Hazardous Substance Release. The Owner shall, prior to the sale, lease, or rental of the Property, give written notice that a release of hazardous substances has come to be located on or beneath the Property, pursuant to Health and Safety Code section 25359.7. Such written notice shall include a copy of this Covenant.

ARTICLE IV
RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation;
- (b) A hospital for humans;
- (c) A public or private school for persons under 21 years of age;
- (d) A day care center for children; or
- (e) Recreational use involving direct contact with soil.

4.02. Soil Management

- (a) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- (b) If more than 50 cubic yards of any surface or subsurface soil will be disturbed, including excavation and grading, then the soil shall be evaluated for potential human health risks in compliance with Article 20 of the SF Municipal Code ("the Maher Ordinance"), and managed accordingly.

4.03. Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) No raising of food (e.g., cattle, food crops, cotton, etc.) shall be permitted on the property.
- (b) No groundwater shall be extracted on the Property for purposes other than site remediation or construction dewatering without prior written approval by the Department.

4.04. Access for Department. Covenantor agrees that the Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health and safety.

ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor and/or Owner to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department, by reason of this Covenant, to require that the Covenantor and/or Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas, constructed or placed upon any portion of the Property constructed in violation of the Restrictions.) Violation of this Covenant shall be grounds for the Department to file civil and/or criminal actions against the Covenantor and/or Owner as provided by law.

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Any Owner or, with the Owner's written consent, any Occupant of the Property or any portion thereof may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&S Code section 25202.6.

6.02. Termination. Any Owner, and/or, with the Owner's written consent, any Occupant of the Property, or any portion thereof, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&S Code section 25202.6.

6.03. Term. Unless ended in accordance with the Termination Paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of San Francisco within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

G723986

On or Before 12/31/00:

Port of San Francisco
3100 Ferry Building
San Francisco, CA 94111
Attention: Carol Bach,

With a copy to

Noreen Ambrose
Port General Counsel
Port of San Francisco
3100 Ferry Building
San Francisco, CA 94111.

After 12/31/00:

Port of San Francisco
Pier 1
San Francisco, CA 94111
Attention: Carol Bach,

With a copy to:
Noreen Ambrose
Port General Counsel
Port of San Francisco
Pier 1
San Francisco, CA 94111.

To Department:

California Environmental Protection Agency
Department of Toxic Substances Control
700 Heinz Avenue, Suite 300
Berkeley, CA 94710-2737
Attention: Branch Chief
Standardized Permits and Corrective Action Branch

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.


G723986

IN WITNESS WHEREOF, the Parties execute this Covenant.

"Covenantor"

CITY & COUNTY OF SAN FRANCISCO

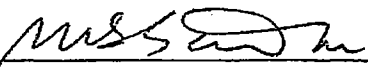
Date: 1/26/2000

By: 
DOUGLAS F. WONG
Its: Executive Director
PORT OF SAN FRANCISCO

"Department"

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Date: 1/26/00

By: 
MOHINDER S. SANDHU
Its: Chief, Standardized Permits and Corrective Action
Branch

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

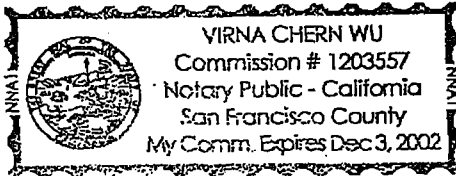
County of San Francisco } ss.

On January 26, 2000, before me, Virna C. Wu, "Notary Public"
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Douglas Farrell Wong
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Virna Wu
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Environmental Restriction

Document Date: 1/26/2000 Number of Pages: 8 + 6 (Parcel M, C, D)

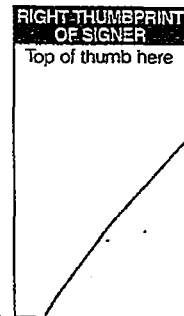
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: Douglas Farrell Wong

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Port Executive Director

Signer Is Representing: Port of San Francisco



G723986

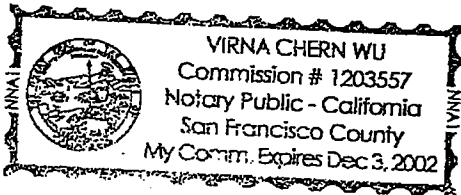
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Francisco } ss.

On January 26, 2000, before me, Virna C. Wu, "Notary Public"
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Mohinder Singh Sandhu
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Virna C. Wu

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Environmental Restriction

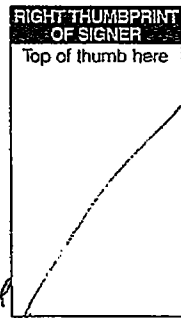
Document Date: 01/26/2000 Number of Pages: 8+6 (Parcel A, C, D)

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Chief, Standardized Permits & Corrective Action Branch

Signer Is Representing: Dept. of Toxic Substances Control



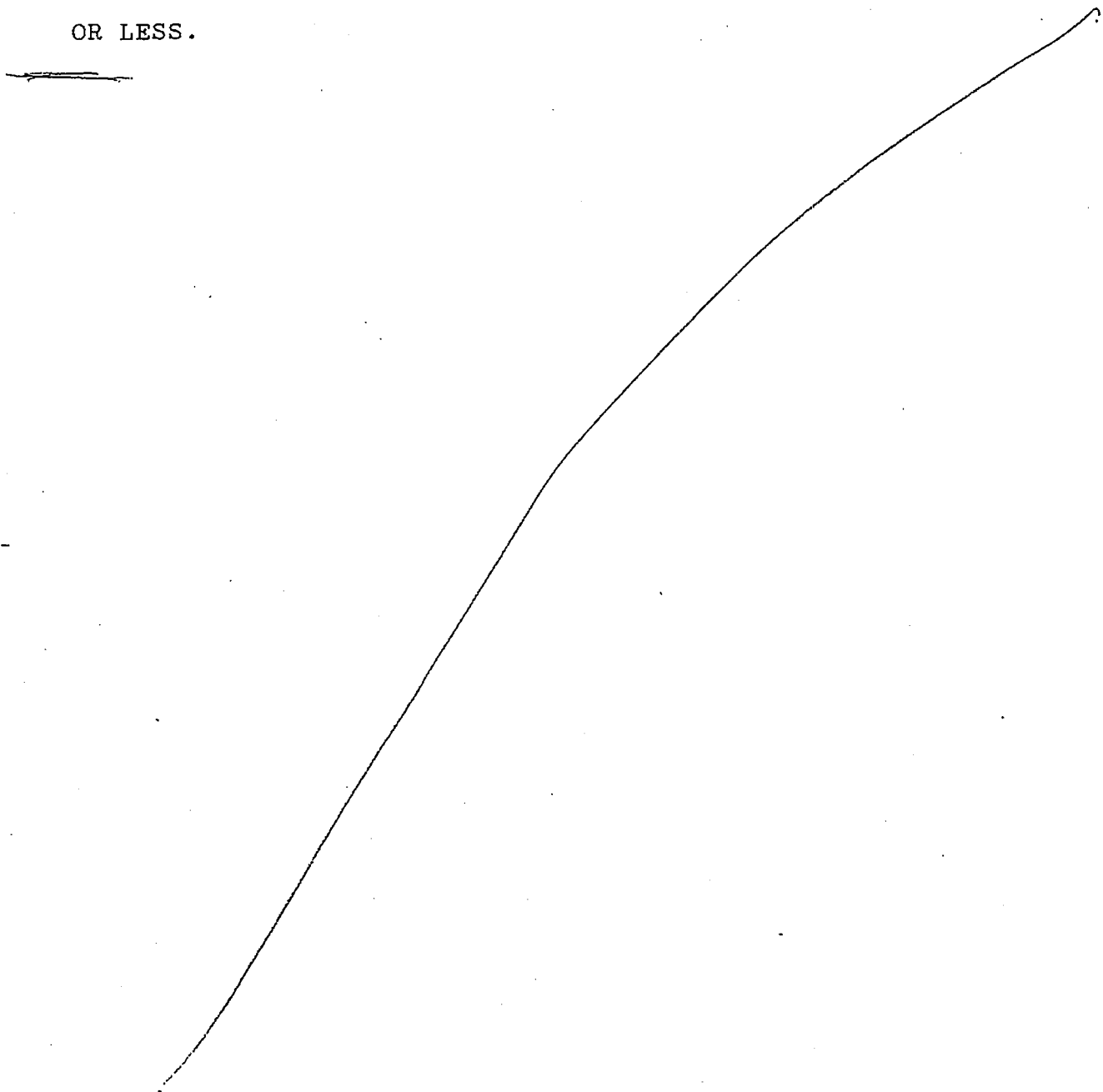
G723986

SEAWALL LOT 337

.PARCEL A

ALL THAT CERTAIN REAL PROPERTY SITUATED AT THE CITY AND COUNTY OF SAN FRANCISCO, BEING A PORTION OF SEAWALL LOT 337 OF THE SAN FRANCISCO PORT AUTHORITY, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF TOWNSEND STREET AND DELANCEY STREET (FORMERLY FIRST STREET), SAID CORNER BEING INNER 14 OF THE INNER WATERFRONT LINE AS DESCRIBED IN THE RECORDS ON FILE AT THE OFFICE OF ENGINEERING OF THE SAN FRANCISCO PORT AUTHORITY; RUNNING THENCE ALONG SAID INNER WATERFRONT LINE AT S 3DEG 02'27" E A DISTANCE OF 2,217.59 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST AFOREMENTIONED COURSE A DISTANCE OF 149.77 FEET; THENCE AT S 86DEG 57'33" W A DISTANCE OF 38.12 FEET; THENCE AT S 3DEG 14'22" E A DISTANCE OF 31.51 FEET; THENCE AT N 86DEG 45'38" E A DISTANCE OF 55.69 FEET; THENCE AT S 3DEG 02'27" E A DISTANCE OF 120.00 FEET; THENCE AT S 86DEG 45'38" W A DISTANCE OF 55.27 FEET; THENCE AT N 3DEG 14'22" W A DISTANCE OF 120.00 FEET; THENCE AT S 86DEG 45'38" W A DISTANCE OF 40.17 FEET; THENCE AT S 3DEG 14'22" E A DISTANCE OF 120.00 FEET; THENCE AT N 86DEG 45'38" E A DISTANCE OF 40.17 FEET; THENCE AT S 3DEG 14'22" E A DISTANCE OF 48.20 FEET; THENCE AT S 86DEG 57'33" W A DISTANCE OF 142.25 FEET; THENCE AT

S 86DEG 50'57" W A DISTANCE OF 111.99 FEET; THENCE AT
N 3DEG 10'55" W A DISTANCE OF 200.00 FEET; THENCE AT
N 86DEG 57'33" E A DISTANCE OF 171.00 FEET; THENCE AT
N 3DEG 02'27" W A DISTANCE OF 149.48 FEET; THENCE AT
N 86DEG 49'20" E A DISTANCE OF 121.29 FEET TO THE TRUE POINT OF
BEGINNING, CONTAINING AN AREA OF 70,765.20 SQUARE FEET, MORE
OR LESS.



G723986

SEAWALL LOT 337

PARCEL C

BEING A PORTION OF SEAWALL LOT 337 OF THE SAN FRANCISCO PORT AUTHORITY ,CITY AND COUNTY OF SAN FRANCISCO, BRIEFLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF TOWNSEND STREET AND DELANCEY STREET (FORMERLY FIRST STREET), SAID CORNER BEING INNER 14 OF THE INNER WATERFRONT LINE AS DESCRIBED IN THE RECORDS ON FILE AT THE OFFICE OF ENGINEERING OF THE SAN FRANCISCO PORT AUTHORITY; RUNNING THENCE ALONG THE AFORESAID INNER WATERFRONT LINE AT S 3DEG 02'27" E A DISTANCE OF 2,367.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE AT S 48DEG 02'27" E A DISTANCE OF 25.00 FEET; THENCE AT S 3DEG 02'27" E A DISTANCE OF 13.64 FEET; THENCE AT S 86DEG 45'38" W A DISTANCE OF 55.69 FEET; THENCE AT N 3DEG 14'22" W A DISTANCE OF 31.51 FEET; THENCE AT N 86DEG 57'33" E A DISTANCE OF 38.12 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 1,594.90 SQUARE FEET, MORE OR LESS.

G723986

ALSO INCLUDED IN THIS PARCEL IS A PORTION OF SEAWALL
LOT 337 BRIEFLY DESCRIBED AS FOLLOWS;
COMMENCING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF
TOWNSEND STREET AND DELANCEY STREET (FORMERLY FIRST STREET)
SAID POINT BEING INNER 14 OF THE INNER WATERFRONT LINE AS
DESCRIBED IN THE RECORDS ON FILE AT THE OFFICE OF ENGINEERING
OF THE SAN FRANCISCO PORT AUTHORITY; RUNNING THENCE ALONG THE
AFORESAID INNER WATERFRONT LINE A DISTANCE OF 2,518.74 FEET;
THENCE AT N 86DEG 45'38" E A DISTANCE OF 17.66 FEET TO THE
TRUE POINT OF BEGINNING; THENCE AT S 3DEG 02'27" E DISTANCE OF
30.72 FEET; THENCE AT S 41DEG 57'33" W A DISTANCE OF 25.00
FEET; THENCE S 86DEG 57'33" W A DISTANCE OF 37.43 FEET; THENCE
AT N 3DEG 14'22" W A DISTANCE OF 48.20 FEET; THENCE AT
N 86DEG 45'38" E DISTANCE OF 55.27 FEET TO THE TRUE POINT
OF BEGINNING, CONTAINING AN AREA OF 2,509.60 SQUARE FEET, MORE
OR LESS.

G723986

SEAWALL LOT 337

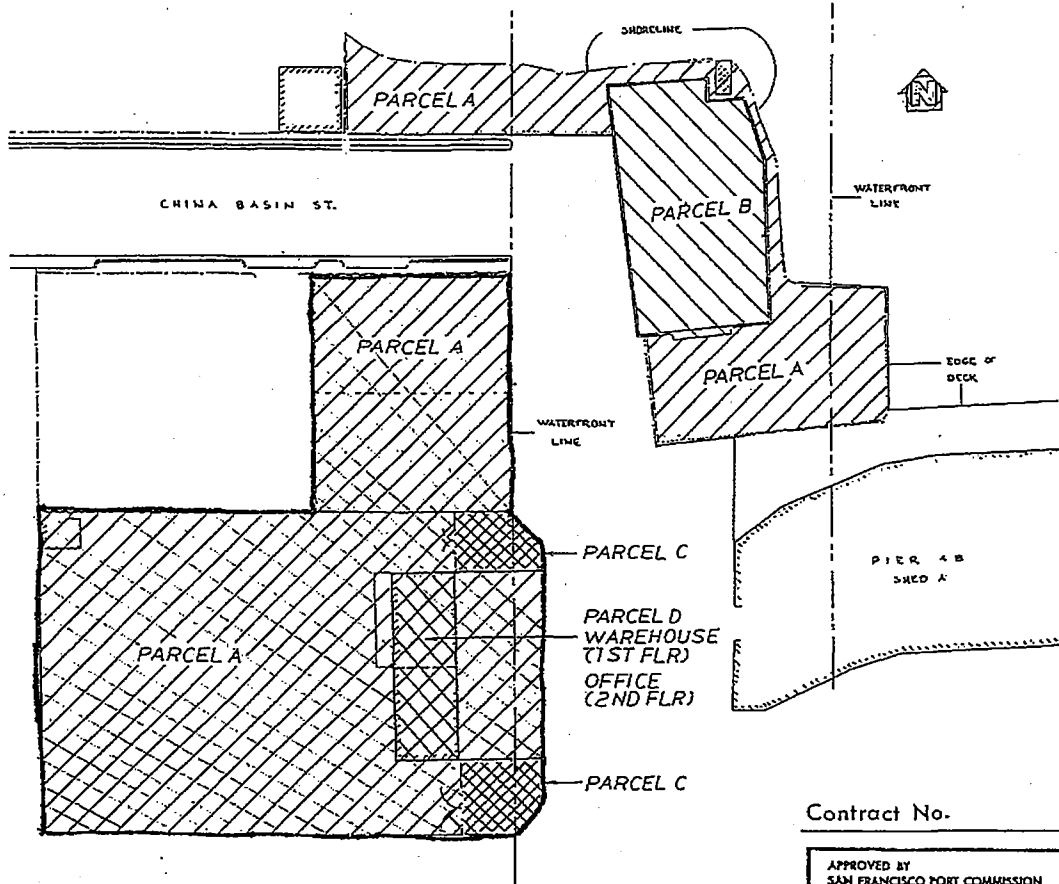
PARCEL D

PARCEL D IS A TWO-STORY WAREHOUSE AND OFFICE BUILDING LOCATED AT CHINA BASIN STREET WHOSE FOOTPRINT IS BRIEFLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF TOWNSEND STREET AND DELANCEY STREET (FORMERLY FIRST STREET), SAID POINT BEING INNER 14 OF THE INNER WATERFRONT LINE AS DESCRIBED IN THE RECORDS ON FILE AT THE OFFICE OF ENGINEERING OF THE SAN FRANCISCO PORT AUTHORITY; RUNNING THENCE SOUTHERLY ALONG THE AFORESAID INNER WATERFRONT LINE AT S 3DEG 02'27" E A DISTANCE OF 2,398.74 FEET; THENCE AT N 86DEG 45'38" E A DISTANCE OF 38.02 FEET TO THE TRUE POINT OF BEGINNING; THENCE AT S 3DEG 14'22" E A DISTANCE OF 120.00 FEET; THENCE AT S 86DEG 45'38" W A DISTANCE OF 40.17 FEET; THENCE AT N 3DEG 14'22" W A DISTANCE OF 120.00 FEET; THENCE AT N 86DEG 45'38" E A DISTANCE OF 40.17 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 4,820.00 SQUARE FEET, MORE OR LESS.

ALSO INCLUDED IN THIS PARCEL IS THE SECOND FLOOR OFFICE SPACE OF THE AFOREMENTIONED TWO-STORY BUILDING WITH AN AREA OF 2,414.00 SQUARE FEET, MORE OR LESS.

G723986



PARCEL A	91,844 SF
PARCEL B	14,071 SF
SUB-TOTAL	105,915 SF
PARCEL C	4,105 SF
PARCEL D	
WAREHOUSE	4,820 SF
OFFICE	2,414 SF
TOTAL	117,254 SF

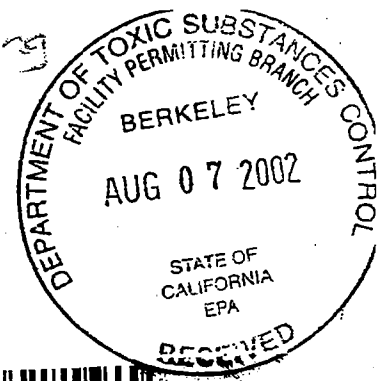
NO.	DATE	DESCRIPTION
REVISIONS		
PORT OF SAN FRANCISCO SAN FRANCISCO PORT COMMISSION DEPARTMENT OF ENGINEERING		
EXHIBIT A-1 H & H SHIP SERVICE CO. LEASE NO. L-11679		
DRAWN BY	E.C.C.	CHECKED BY
DESIGNED BY		DATE
SECTION HEAD		SCALE
DRAWING NO.		SHEET NO.
		OF SHEETS

Contract No. _____

APPROVED BY
SAN FRANCISCO PORT COMMISSION
DATE July 21, 1992
C. J. [Signature]
CHIEF ENGINEER

APPENDIX E
Covenant to Restrict Use of Property
Recorded July 25, 2002

20020817-Wong



RECORDING REQUESTED BY:
The Port of San Francisco
Ferry Building
San Francisco, California 94111

WHEN RECORDED, MAIL TO

Department of Toxic Substances Control
700 Heinz Avenue, Suite 300
Berkeley, California 94710
Attention: Mohinder S. Sandhu, P.E., Chief
Standardized Permits and Corrective Action
Branch

San Francisco Assessor-Recorder
Doris M. Ward, Assessor-Recorder
DOC-2002-H209674-00

Acct 25-NO CHARGE DOCUMENT
Thursday, JUL 25, 2002 12:45:40
Ttl Pd \$0.00 Nbr-0001906468
REEL I187 IMAGE 0545
oj1/JL/1-14

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION

(Re: H&H Site located at China Basin Channel and Terry Francois Blvd, City and County of San Francisco)

This Covenant and Agreement ("Covenant") is made by and between the City and County of San Francisco, a charter city and county in trust (the "Covenantor"), the current owner of certain property situated in the City and County of San Francisco, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471(c) and the California Health and Safety Code, Section 25222.1, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC"), Section 25260. The Covenantor and the Department, collectively referred to as the "Parties", therefore intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health,

safety and the environment.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, totaling approximately 0.6 acres, is more particularly described in Exhibit "A" and depicted in Exhibit "A-1", attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded by Terry Francois Boulevard to the west, China Basin Channel to the north, and San Francisco Bay to the east, in the City and County of San Francisco, California.

1.02. The site was created by filling marshlands and shallow tidal flats bordering San Francisco Bay between 1877 and 1913. Sources of fill are unknown, but likely included construction/demolition debris and rubble, and rock and dirt cut from nearby hills. Historical uses of the Site include railroad tracks and related support structures and parking. From 1950 to 1996 H&H Ship Service occupied the area for wastewater treatment and transfer operations, including aboveground storage tanks for receiving, settling and treating wastewater containing petroleum.

In 1978 several of the wastes managed at the H&H Ship Service facility were determined to be hazardous wastes subject to federal and state hazardous waste management regulations. Since that time, the Department of Toxic Substances Control (or its predecessor in interest, the Department of Health Services) authorized H&H Ship Service's operations pursuant to an interim status document. Under this authorization the property was a hazardous waste facility (Facility), regulated by the Department, subject to the requirements of the California Hazardous Waste Control Law ("HWCL"), at Health and Safety Code ("H&S Code") section 25100 et seq., and the federal Resource Conservation and Recovery Act ("RCRA"), at 42 U.S.C. section 6901 et seq. Under Interim Status, the property was a portion of the Facility that was known as the Treatment/Transfer Area (TTA).

The Department is requiring this Covenant pursuant to the closure requirements of the HWCL, including H&S Code section 25246 and post-closure notices provisions of Title 22 California Code of Regulations [section 66265.119(b) for interim status hazardous waste facilities], as part of the facility closure. In 1994, the Department reviewed H&H's Closure Plan to ensure that the closure of the TTA met the requirements in Title 22, California Code of Regulations, Chapter 15, Article 7. The Department circulated the draft Closure Plan and Proposed Negative Declaration for public review and comment from August 11, 1994 to September 13, 1994. The Department approved the Closure Plan on January 13, 1995 and filed a Notice of Determination for the project with the

State Clearinghouse on February 15, 1995.

The Department reviewed the closure certification report titled, *RCRA Closure Certification Report, Former H&H Ship Service Facility, San Francisco, California*, (February 4, 1999), and subsequent submittals titled *Response to Comments, RCRA Closure Certification Report, Former H&H Ship Service Facility*, (November 2, 1999); *Results of Article 20 Sampling Program. Proposed China Basin Park Area* (July 2000); *Site Investigation and Surface Soil Sampling Results, Former H&H Ship Service Company – Treatment Transfer Area Parcel* (February 28, 2002); and *Addendum to the Article 20 Health Risk Assessment* (July 18, 2002). Upon filing of this deed restriction, the Department will approve the closure certification report.

Hazardous wastes, which are also hazardous materials as defined in Health and Safety Code sections 25117 and 25260, including petroleum hydrocarbons, polynuclear aromatic hydrocarbons, metals and arsenic, remain in the soil and groundwater at the Site at concentrations below those which would pose a significant human health risk under proposed reuse scenarios. Therefore a deed restriction to limit use of the property to those exposure scenarios evaluated and found to be below acceptable risk limits is required as part of the facility closure.

1.03. As detailed in the above-referenced reports, portions of the surface and subsurface soils on the Site contain hazardous wastes and hazardous materials, as defined in H&S Code section 25117 and 25260, including the following contaminants of concern: arsenic (up to 96 mg/kg) and benzo(a)pyrene (up to 11 mg/kg). Groundwater beneath the Property is found within 10 to 20 feet below ground surface. Dissolved arsenic was found in groundwater at up to 180 ug/l. The California drinking water standard for arsenic is 50 ug/l.

A review of the analytical results and the chemical distribution suggests that there are "hot spots". Hot spots are areas of affected soil or groundwater having concentrations higher than an empirically determined percentile of the distribution of concentrations in a particular population. 65 soil samples from 20 locations at various depths were collected within the TTA. Elevated concentrations of benzo(a)pyrene equivalent B(a)P EQ were measured in samples collected from two borings locations (EB-1, 19.8 milligrams per kilogram [mg/kg]) and (EB-20, 7.9 mg/kg). One surface soil sample (GMX-08) contained B(a)P EQ concentration of 1.5 mg/kg. All other concentrations of B(a)P EQ were less than 1 mg/kg. Elevated concentrations of arsenic and lead were observed in samples collected from borings EB-1 (3,000 mg/kg lead), EB-5 (96 mg/kg arsenic and 1,300 mg/kg lead), and EB-18 (2,400 mg/kg lead). Borings EB-1 and EB-5 are located in the eastern section of the TTA; GMX-08 is located near the northern perimeter; and borings EB-18 and EB-20 are located in the southwest section.

Based on these observations, borings EB-1, EB-5, GMX-08, EB-18, and EB-20 can be considered hot spots. However, each of borings is located under a concrete/asphalt

foundation or a compacted aggregate/crushed rock/roadbase material. The concrete/asphalt foundation or compacted aggregate/crushed rock/roadbase material serves as a physical barrier preventing direct contact with chemicals in soil; thus, there are no potential direct exposure pathways to chemicals at these hot spots by future receptors. If in the unlikely event that the concrete/asphalt foundation is removed, the excess cancer risk to a receptor from the hot spots would range from 9×10^{-5} to 3×10^{-6} .

Imported topsoil at least 18 inches thick followed by a layer of sod will be placed over the existing asphalt-concrete foundation. The concrete is present at one foot thick to at least 3 feet thick across approximately two-third of the TTA. The remaining one-third of the TTA is currently overlain with an aggregate/crushed rock/roadbase material. The concrete/asphalt foundation and compacted aggregate/crushed rock/roadbase layer precludes a complete exposure pathway. Additional of the 18 inches of topsoil and sod layer will eliminate potential direct exposures to soil in fill material within the TTA.

In order to ensure that no complete pathways are established, the Department will require that the existing concrete/asphalt foundation remain undisturbed so long as the intended use of the Property is to be a recreational park. Additionally, the Department will require that the site be covered (capped) with at least eighteen (18) inches of imported topsoil on top of an indicator lining material to denote the separation of the topsoil from native fill. Because the health risk assessment also did not evaluate an unrestricted land use scenario or potential impacts from use of groundwater, the Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21, or day care center would entail an unacceptable use. The Department further concluded that the Property, subject to the restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment.

ARTICLE II DEFINITIONS

2.01. Department. "Department" shall mean the California Department of Toxic Substances Control and shall include its successor agencies, if any.

2.02. Owner. "Owner" shall mean the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03. Occupant. "Occupant" shall mean Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.04. Cap. "Cap" shall mean eighteen (18) inches of imported topsoil on top of

an indicator lining material which is used to denote the separation of the imported topsoil from native fill.

2.05 Concrete/Asphalt Foundation. "Concrete/Asphalt Foundation" shall mean the existing concrete/asphalt surface which is overlain approximately two-third of the Property.

2.03. ARTICLE III GENERAL PROVISIONS

3.01. Restrictions to Run With the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every one of the Restrictions: (a) shall run with the land pursuant to H&SC sections 25202.5, and 25202.6 and Civil Code section 1471; (b) shall inure to the benefit of and pass with each and every portion of the Property, (c) shall apply to and bind the respective successors in interest to the Property, (d) are for the benefit of, and shall be enforceable by the Department, and (e) are imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding Upon Owners/Occupants. Pursuant to Health and Safety Code section 25202.5(b), this Covenant shall be binding upon all of the owners of the land, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the covenantee(s) herein. "Owner" shall include "Covenantor".

3.03. Written Notice of Hazardous Substance Release. The Owner shall, prior to the sale, lease, or rental of the Property, give written notice that a release of hazardous substances has come to be located on or beneath the Property, pursuant to Health and Safety Code section 25359.7. Such written notice shall include a copy of this Covenant.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

3.05. Conveyance of Property. Covenantor agrees that the Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect such proposed conveyance, except as otherwise provided by law, by administrative order, or specific provision of this Covenant.

ARTICLE IV
RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation;
- (b) A public or private school for persons under 21 years of age; or
- (c) A hospital for humans; or
- (c) A day care center for children.

4.02 Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) No raising of food (e.g., cattle, food crops, cotton, etc.) shall be permitted on the property.
- (b) No groundwater shall be extracted on the Property for purposes other than site remediation or construction dewatering without prior written approval by the Department.

4.03 Non-Interference with the Cap. Covenantor agrees:

- (a) No activities which will disturb the Cap (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall be permitted on the Property without prior review and approval by the Department.
- (b) All uses and development of the Property shall preserve the integrity of the Cap.
- (c) Any proposed alteration of the Cap shall require written approval by the Department.
- (d) Covenantor shall notify the Department of each of the following: (i) The type, cause, location and date of any disturbance to the Cap which could affect the ability of the Cap to contain subsurface hazardous materials in the Property, and (ii) the type and date of repair of such disturbance. Notification to the Department shall be made as provided below within ten (10) working days of both the discovery of any such disturbance(s) and the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other

Owners and Occupants.

4.04. Management of Native Fill and Concrete/Asphalt Foundation Material

- (a) All uses and development of the Property shall preserve the integrity of the existing Concrete/Asphalt Foundation.
- (b) No activities (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) which will disturb the native fill and/or the Concrete/Asphalt Foundation material underlying the Cap as indicated in Exhibit B shall be permitted on the Property without a Department-approved Soil Management Plan and Health and Safety Plan.
- (c) Native fill and/or Concrete/Asphalt Foundation material shall not be managed or handled such that it may migrate into the bay.
- (d) Any native fill and/or Concrete/Asphalt Foundation material brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with the applicable state and federal laws and their implementing regulations.
- (e) The Owner shall provide the Department written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating at the Property.
- (f) If more than 50 cubic yards of any native fill will be disturbed, including excavation and grading, then the soil shall be evaluated for potential human health risks in compliance with Article 20 of the SF Municipal Code ("the Maher Ordinance"), and managed accordingly.
- (g) Covenantor shall notify the Department of each of the following: (i) The type, cause, location and date of any disturbance to the native fill and/or Concrete/Asphalt Foundation which could affect the ability of the Concrete/Asphalt Foundation to contain subsurface hazardous materials in the Property, and (ii) the type and date of repair of such disturbance. Notification to the Department shall be made as provided below within ten (10) working days of both the discovery of any such disturbance(s) and the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.

4.05. Access for Department. Covenantor agrees that the Department shall

have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health and safety.

ARTICLE V
ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor and/or Owner to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department, by reason of this Covenant, to require that the Covenantor and/or Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas, constructed or placed upon any portion of the Property constructed in violation of the Restrictions.) Violation of this Covenant shall be grounds for the Department to file civil and/or criminal actions against the Covenantor and/or Owner as provided by law.

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Any Owner or, with the Owner's written consent, any Occupant of the Property or any portion thereof may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&S Code section 25202.6.

6.02. Termination. Any Owner, and/or, with the Owner's written consent, any Occupant of the Property, or any portion thereof, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&S Code section 25202.6.

6.03. Term. Unless ended in accordance with the Termination Paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of San Francisco within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

Carol Bach
Assist. Deputy Director, Environmental Health and Safety
Port of San Francisco
Pier 1
San Francisco, CA 94111

With a copy to:

Noreen Ambrose
Port General Counsel
Port of San Francisco
Pier 1
San Francisco, CA 94111.

To Department:

California Environmental Protection Agency
Department of Toxic Substances Control
700 Heinz Avenue, Suite 300
Berkeley, CA 94710-2737
Attention: Chief, Standardized Permits and Corrective Action
Branch

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

H209674

IN WITNESS WHEREOF, the Parties execute this Covenant.

"Covenantor"

Date: 7/24/02

By: //original signed by//
DOUGLAS F. WONG
Its: Executive Director

"Department"

Date: 7/24/02

By: //original signed by//
Mohinder S. Sandhu, P.E.
Its: Chief, Standardized Permits and Corrective Action
Branch

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco } ss.

On July 24, 2002 before me, Virna C. Wu "Notary Public"
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Mohinder Singh Sandhu
Name(s) of Signer(s)

- personally known to me.
- ~~proved to me on the basis of satisfactory evidence~~



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

WITNESS my hand and official seal.

//original signed by//
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Covenant to Restrict Use of Property

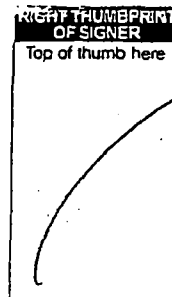
Document Date: None Number of Pages: 10 Pages + Exhibits A & B

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

- Signer's Name: Mohinder Singh Sandhu
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: Port Executive Director

Signer Is Representing: Port of San Francisco



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

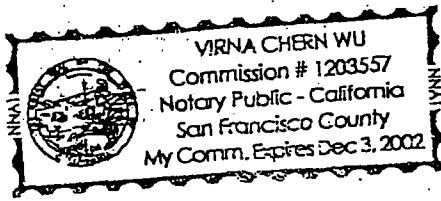
State of California }
County of San Francisco } ss.

On July 24, 2002 before me, Virna C. Wu "Notary Public"
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Mohinder Singh Sandhu
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

//original signed by//
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Covenant to Restrict Use of Property
Document Date: None Environmental Restriction Number of Pages: 10 Pages + Exhibits A & B
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer
Signer's Name: Mohinder Singh Sandhu
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: Chief, Standardized Permits & Corrective Action Branch
Signer Is Representing: Department of Toxic Substances Control

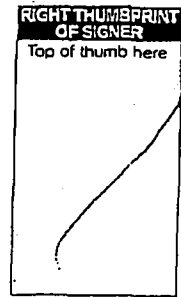
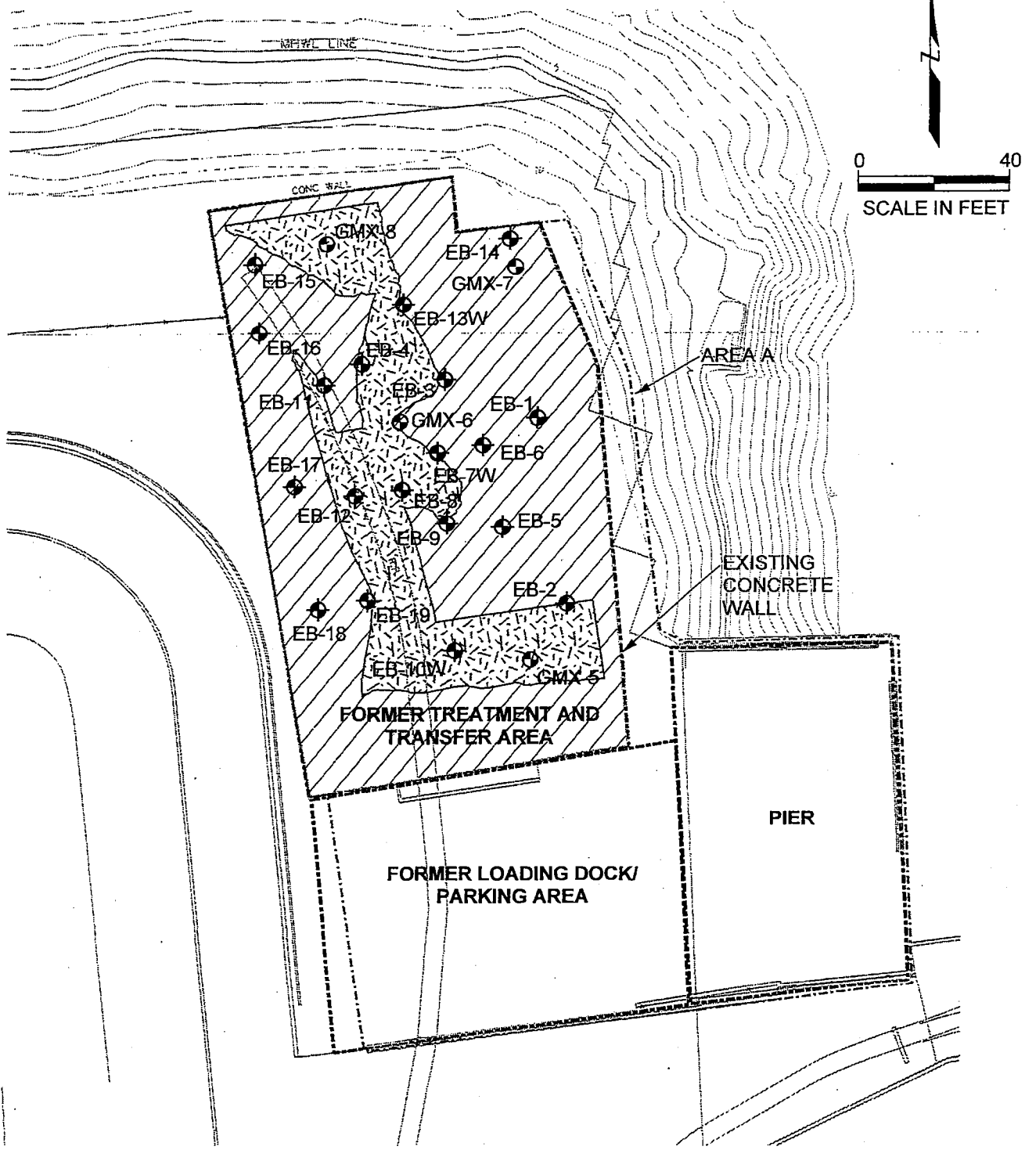


EXHIBIT A

H&H Parcel – Tank Treatment Area

All that certain real property of the San Francisco Port Commission, City and County of San Francisco, State of California, situate at the northeast corner of Terry A. Francois Boulevard (formerly China Basin Street), more particularly described as follows:

Commencing at the point of intersection of the northwesterly line of Townsend Street with the southwesterly line of Delancey Street (formerly First Street), said point being Inner 14 of the Inner Waterfront Line as described in records on file in the office of Engineering of said San Francisco Port Commission; Thence along said Inner Waterfront Line, S 03°02'27" E a distance of 2132.11 feet; Thence N 86°51'14" E a distance of 65.28 feet, to the True Point Of Beginning; Thence S 10°21'36" E a distance of 127.93 feet; Thence N 80°50'39" E a distance of 4.70 feet; Thence S 09°13'14" E a distance of 68.59 feet; Thence N 81°09'11" E a distance of 146.17 feet; Thence N 03°21'24" W a distance of 85.74 feet; Thence S 88°44'14" W a distance of 54.91 feet; Thence N 66°55'27" W a distance of 9.19 feet; Thence N 07°12'31" W a distance of 68.86 feet; Thence N 21°58'29" W a distance of 44.82 feet; Thence S 83°22'07" W a distance of 28.09 feet; Thence N 05°44'30" W a distance of 14.69 feet; Thence S 81°59'17" W a distance of 65.99 feet; Thence S 10°21'36" E a distance of 30.22 feet to the True Point Of Beginning; Containing 26,592 square feet (0.61 acres), more or less.



EXPLANATION

- ⊕ Soil samples collected at multiple depths by J. Yang and Assoc. March 15, 1995
- ⊙ Surface soil samples collected by Geomatrix, November 16, 2001

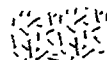
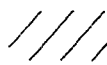
-  Area of aggregate/crushed rock/road base material
-  Concrete/asphalt foundation

EXHIBIT B

APPENDIX F
Preliminary Geotechnical Recommendations and Summary
Memorandum No. 1
(Langan Treadwell & Rollo - January 26, 2016)

555 Montgomery Street, Suite 1300 San Francisco, CA 94111 T: 415.955.5200 F: 415.955.5201

To: Ms. Fran Weld – San Francisco Giants
Mr. Jon Knorpp – San Francisco Giants

From: Cary E. Ronan, GE 2741
Lori A. Simpson, GE 2396

cc: Mr. Gerry Tierney – Perkins + Will Architects
Mr. Marc Press – KPFF Structural Engineers
Mr. Darin Peterson – Hathaway Dinwiddie General Contractors
Mr. Joe Olla – Nibbi Brothers

Date: 26 January 2016

PROJECT: Mission Rock Development
Seawall Lot 337
San Francisco, California
Langan Project No. 750604203

Subject: Preliminary Geotechnical Recommendations and
Summary Memorandum No. 1

This memorandum is in fulfillment of our proposal dated 20 January 2016. It presents preliminary geotechnical design recommendations and a summary of geotechnical issues and concepts regarding development at SWL337 that have not been formally memorialized, in addition to an overview summary of some geotechnical issues that have been discussed in the previously published documents listed above. The topics addressed in this memorandum include:

- 1) axial capacity of piles bearing above bedrock, including friction-only piles in clay and friction plus end-bearing piles bearing in dense sand
- 2) impacts of raising site and surrounding street grades, including settlement and downdrag, and measures to mitigate adverse impacts, including discussion of surcharge/wick drains, Geofoam, ground improvement/deep soil mixing beneath streets, and pile-supported streets
- 3) preliminary geotechnical recommendations for design of the Mission Rock Square garage (MRSG)
- 4) liquefaction mitigation considerations, including discussion of deep dynamic compaction (DDC), compaction grouting, rapid impact compaction (RIC), and stone columns

We have previously studied the Mission Rock development site by performing: 1) a preliminary geotechnical investigation at Seawall Lot 337 (SWL337), 2) a liquefaction and lateral spreading evaluation for SWL337 and Pier 48 shoreline, and 3) a geotechnical evaluation of the shoreline conditions at Pier 48. The results of these evaluations were presented in reports dated 8 September 2011, 23 December 2013, and 5 March 2014 (draft), respectively.

MEMO

PROPOSED DEVELOPMENT

Plans for the SWL337 site, which is bound by Terry A. Francois Boulevard on the north and east, Third Street on the west, and Mission Rock Street on the south, include constructing 12 structures between 90 and 240 feet in height (Blocks A through K, mixed residential and commercial), a large open park in the central portion of the site (Mission Rock Square), another large open park at the northern portion of the site (China Basin Park), a three-level, below-grade parking garage beneath Mission Rock Square (MRSG), and associated infrastructure, including streets, sidewalks, and utilities, as shown on Figure 1. We understand site grades will be raised to accommodate future sea level rise; the high point will be at the middle of the site at Mission Rock Square and may be about four to six feet above existing and surrounding Third Street and Terry Francois Boulevard grades. We further understand up to 1-1/2 and 4-1/2 feet of fill was placed recently (since 1997) to raise grades along the southern approximately 750 to 800 feet of Third Street adjacent to SWL337 and Mission Rock Street, respectively, and no new fill is planned along either of these streets or along Terry Francois Boulevard. On the basis of a review of drawings by Perkins + Will (Option 1 – Channel Street/Channel Plaza Entry/Exit Ramp Plan, dated 17 December 2013), it appears the lowest finished floor of the garage will be approximately 30 feet below the proposed finished grade of Mission Rock Square Park. Pier 48 will also be upgraded and be part of the Mission Rock Development.

SUBSURFACE CONDITIONS

Originally, the site was below water in a shallow bay known as Mission Bay. Starting in the 1880s, the bay was reclaimed by placing fill. Based on historic maps, we believe the majority of the site was reclaimed between 1880 and 1906. Some of the material used to reclaim the site is likely building rubble and debris from the 1906 San Francisco earthquake.

Boring logs from investigations of the site and the site vicinity indicate the site is underlain by approximately 13 to 37 feet of heterogeneous fill which varies in density and, in some areas, contains rubble comprised of brick, rock and debris. The fill is underlain by approximately 46 to 72 feet of weak, soft to medium stiff, compressible clay, locally referred to as Bay Mud. Where tested, the Bay Mud at the site appears to be slightly overconsolidated, which indicates that settlement of the Bay Mud is complete under the weight of existing fill. The deeper fill material (below a depth of about 20 to 25 feet) adjacent to thin fill (thinner than about 15 feet) is indicative of a "Bay Mud wave". A Bay Mud wave can occur when heavy fill loads are placed on the Bay Mud and cause a bearing capacity failure of the Bay Mud. As the Bay Mud fails, the gravel sinks into the soil and the Bay Mud pushes up around the failure zone, causing the thick and thin fill soil profile. The Bay Mud wave fill material encountered at this site is generally comprised of clayey gravel and gravelly clay.

The borings drilled at the site indicate the Bay Mud is generally underlain by an older marine clay, known as Old Bay Clay that is 68 to 74 feet thick where explored. Old Bay Clay is typically stiff to very stiff and overconsolidated. In one area of the site, a 28-foot-thick layer of dense to

MEMO

very dense clayey sand was encountered below the Bay Mud, which was, in turn, underlain by Old Bay Clay. Sand may be present beneath the Bay Mud in other unexplored areas of the site, as well.

Alluvial sand and clay layers are typically encountered below the Old Bay Clay. Dense to very dense sand layers with varying fines contents are present below the Old Bay Clay in some of the borings around the site. The top of this sand layer was encountered at approximately 165 to 180 feet below the existing ground surface and, where present, the sand is about 10 to 15 feet thick near the project site. Based on available borings this sand layer is not present across the entire site and, where present, varies in thickness, fines content, and density.

The top of the bedrock surface has been encountered in borings around the site at depths of about 160 feet (near the northwest corner of the site) to 260 feet (in the northeast corner of the site) below the ground surface. The bedrock surface appears to be steeply sloping down from west to east in the northern portion of the site and more gently sloping up along the eastern side of the site from a depth of 260 feet at the northeast corner to 220 feet at the southeast corner. The bedrock surface and quality are expected to vary significantly across the site.

Groundwater was encountered at the site and in the site vicinity approximately 7 to 9 feet below the existing ground surface (bgs), corresponding to approximate Elevations 91 to 93 feet¹, but has been found within five feet of the ground surface at some sites in Mission Bay. No springs or seepages were observed on site.

AXIAL PILE CAPACITY FOR PILES BEARING ABOVE BEDROCK

We provided estimates of axial and lateral capacities of 14-inch steel H-piles driven to bedrock in our preliminary geotechnical investigation report, dated 8 September 2011. Since then, the design team has requested preliminary axial capacities for piles bearing above bedrock, i.e. friction-only piles in clay and friction plus end-bearing piles bearing in dense sand. Preliminary pile capacities for all of these cases are presented below.

End-Bearing Piles

Piles can typically encounter refusal in very dense, relatively clean sand layers (typically less than 10 percent fines, passing the No. 200 sieve), at least 10 feet thick. If significant fines are present, the pile will generally continue driving through the layer. Although some borings encountered a relatively dense sand at depth, a continuous sand layer does not appear to be present across the site. However, as described in the subsurface section above, there may be

¹ Elevations reference Mission Bay datum, which is based on San Francisco City datum (SFCD) plus 100 feet.

MEMO

a dense, end-bearing sand layer present below the Bay Mud in a few areas of the site; it should be noted that this condition is not typical across Mission Bay sites. Additionally, dense sand may be present below the Old Bay Clay in some areas of the site. The capacities provided in our preliminary report are for piles with downdrag loads on them. We have been requested to provide capacities of piles without downdrag loads imposed on them. For completeness, we are including end-bearing pile capacities for piles bearing in dense sand or bedrock for driven 14-inch steel H-piles or 14-inch-square precast prestressed concrete piles with no downdrag in Table 1.

TABLE 1
Preliminary Estimated Single Pile Axial Capacity
End-Bearing Driven 14-Inch Steel H-Piles or 14-Inch-Square Precast Prestressed Concrete Piles (No Downdrag)

Estimated Pile Tip Elevation (feet, SFCD + 100 feet)	Anticipated End-Bearing Condition	$Q_{ultimate}$ Axial Capacity (kips)	$Q_{allowable}$ Dead plus Live (kips)	$Q_{allowable}$ Total Design Load (kips)
Average of -150	Bedrock	960	480	640
30 (representative of conditions in the vicinity of Boring BSWL337-2)	Dense Sand just below Bay Mud	500	175	230
-60	Dense Sand below Old Bay Clay	860	430	570

Notes:

- 1) Capacities of piles presented in Table 1 represent the capacity of the soil and bedrock only; the structural capacity of the pile should be checked and should govern if less.
- 2) For the bedrock and deeper sand (tip at Elevation -60 feet) end-bearing piles, $Q_{allowable}$ includes a factor of safety of 2 (these capacities are based on nearby pile load tests).
- 3) $Q_{allowable}$ for the shallower sand end-bearing piles (tip at Elevation 30 feet), dead plus live loads represents a factor of safety of 2 for friction and 3 for end-bearing.
- 4) $Q_{allowable}$ for total design loads (including earthquake loads) represents a 1/3 increase over $Q_{allowable}$ for dead plus live loads.

Friction-Only Piles Bearing in Clay

We developed preliminary friction-only capacity for piles extending below the Bay Mud and gaining friction in the sand and clay below the Bay Mud; these capacities are presented on Figure 2. The capacities shown on Figure 2 consider:

- capacity starting at the bottom of the Bay Mud (see Figure 1 for estimated contours of the bottom of Bay Mud elevations)
- piles do not gain capacity in the fill and Bay Mud
- a factor of safety of 2

IMPACTS OF RAISING SITE AND SURROUNDING STREET GRADES

As previously described, site grades will be raised to accommodate future sea level rise; the high point will be at the middle of the site at Mission Rock Square and may be about four to six feet above surrounding Third Street and Terry Francois Boulevard grades. We further understand up to 1-1/2 and 4-1/2 feet of fill was recently placed to raise grades along the southern portion of Third Street and Mission Rock Street, respectively, and no additional fill is planned along either of these streets or along Terry Francois Boulevard.

Using soil fill to raise grades will create a new cycle of consolidation settlement of the Bay Mud beneath the site, causing ground settlement of up to several feet. This settlement will create differential settlement between pile-supported buildings, where there will be little to no settlement, and surrounding streets, sidewalks, and other improvements. The differential settlement will affect utility connections and building entrances. The settlement will also cause an additional load (downdrag) to act on piles on the order of 200 to 225 kips, as the fill and Bay Mud move downward relative to the pile, thus reducing the pile capacity.

Where site grades have been raised in the public right-of-way around the site, the design team will need to accommodate the effects of settlement. Within the site, however, there are a variety of ways the site grades can be raised. The design team has explored several alternatives to adding soil fill loads to the site, including:

- preloading the site with soil mound surcharge and wick drains to “pre-settle” the Bay Mud, such that adding new fill would not cause new settlement of the Bay Mud (Surcharge and Wick Drains)
 - Because of the Giants’ baseball operations and parking needs and the time required for the surcharge program, this option was deemed to be infeasible; the mounds would need to be at least ten feet tall, making parking access impractical.

MEMO

- improving the ground through the bottom of the Bay Mud using deep soil mixing (DSM) (Ground Improvement)
 - We understand that for DSM to be a cost-effective alternative over piles, the depth of the soil to improve should be less than about 30 to 40 feet. With the thickness of fill and Bay Mud at this site averaging on the order of 90 feet, it would be cost prohibitive and impractical to try to improve the ground to support new fill loads.
- using lightweight foam (geofam, or similar) to raise site grades (geofam)
 - Utilities and streets would need to be supported on and within geofam; when they needed to be repaired, the geofam would need to be cut through and replaced in kind. We anticipate on-going maintenance of the geofam would be required, which could be difficult.
 - Several of the gravity-fed utilities require that trenches be on the order of 10 to 12 feet deep; this would put Geofam below groundwater, which renders installation and maintenance difficult and impractical.
- supporting the streets and utility corridors on piles (Pile-Supported Streets)
 - This option was deemed to be the most practical, economical, and feasible for the site because:
 - relatively little street and utility settlement would occur and, thus, relatively little to no differential settlement between pile-supported streets and adjacent pile-supported buildings would occur
 - by pile supporting the streets, no new fill would be required; therefore, no downdrag loads would be induced on new piles supporting adjacent buildings (except where the streets surrounding the site have been raised)

Therefore, on a preliminary basis, the Mission Rock design team is moving forward with evaluating pile-supported streets and utility corridors for the proposed development.

We estimate that, due to the relatively recent placement of new fill along the southern portion of Third Street and along Mission Rock Street, new piles along the western and southern edges of SWL337 will be subjected to downdrag. We estimate this will affect piles for the southern 50 feet of planned structures at Parcels D and H and the proposed Bridgeview Street and for the western 25 feet of Parcels B, C, and D and the proposed Channel and Bosque Streets.

PRELIMINARY RECOMMENDATIONS FOR MISSION ROCK SQUARE GARAGE

Plans are to construct a three-level below-grade garage below the Mission Rock Square park and surrounding streets that will abut proposed Parcels B, C, E, F, I, and J, as shown on Figure 2. Preliminary plans show that the proposed lowest garage finished floor will be at approximate Elevation 73 feet. We are currently planning a geotechnical investigation in the

MEMO

MRSO footprint to develop site-specific preliminary geotechnical recommendations for design; however, we have performed preliminary analyses based on the existing data at the site, and have the following preliminary conclusions:

- We are anticipating that the structural loads of the MRSO plus some new soil atop the garage may be nearly balanced by the weight of soil removed for the excavation of the MRSO, such that the new loads may be nearly a "net zero" addition.
- Although there may be a nearly "net zero" new load addition, there will be some rebound/heave of Bay Mud below the garage due to removal of soil load and some recompression of the Bay Mud as the new loads are applied.
- We anticipate it may be difficult logistically to add the same amount of fill at the proposed street and ramp areas as can be added in the park area, such that there may be some differential settlement between these structures.
- We are anticipating that a pile-supported mat or "raft" foundation system may be appropriate for support of the MRSO; piles will likely be required mainly for settlement and uplift/heave control rather than actual structural load support.
- The shoring system should consist of a relatively rigid soil-cement-mixed, secant pile, soldier pile tremie concrete (SPTC) or diaphragm cutoff wall to resist earth and water pressures
- With a cutoff shoring wall extending into relatively impermeable Bay Mud, only the interior of the excavation will require dewatering.
- A concrete working pad with steel reinforcement should be constructed at the base of the excavation to reduce the potential for base heave and provide a relatively stable working pad for construction activities.
- On a preliminary basis, we estimate the allowable bearing capacity of the Bay Mud at Elevation 73 feet is on the order of 1,400 pounds per square foot (psf) for the temporary construction condition; this value includes a factor of safety of 2. For the permanent condition, we estimate the allowable bearing capacity of the Bay Mud at Elevation 73 feet is on the order of 1,900 psf; this value includes a factor of safety of 3. Care should be taken to minimize disturbance of the Bay Mud during construction. Disturbed Bay Mud will have lower strength and lower bearing capacity.

LIQUEFACTION MITIGATION CONSIDERATIONS

As discussed in our 23 December 2013 letter, *Liquefaction and Lateral Spread Potential at Seawall Lot 337*, there is a potential for the fill across the majority of the site to liquefy² and settle during a major earthquake. Additionally, we estimate there are localized areas within the site that are susceptible to lateral spreading³ as a result of liquefaction.

If liquefaction occurs, the ability of piles to resist lateral loads will be reduced, induced moments in the piles will be increased, and passive resistance at basement walls, pile caps and grade beams will be reduced. Where lateral spreading occurs, additional loading on piles and basement walls will occur due to the soil movement, which could cause significant foundation damage.

The Mission Rock design team is currently undergoing a study of the comparison of effects on design with and without liquefaction at the site. However, based on our experience, it may not be practical to design a foundation system to accommodate the loss of lateral capacity due to liquefaction and the lateral movement from lateral spreading. Deep foundation elements such as piles would need to be designed to resist large lateral deflections and associated moments.

Should it be decided to improve the ground against liquefaction, on the basis of our experience with different methods of improvement, we judge that the most appropriate methods to mitigate the potential for liquefaction and lateral spreading to occur at the site are:

- deep dynamic compaction⁴ (DDC)
- stone columns⁵

² Liquefaction is a transformation of soil from a solid to a liquefied state during which saturated soil temporarily loses strength resulting from the buildup of excess pore water pressure, especially during earthquake-induced cyclic loading. Soil susceptible to liquefaction includes loose to medium dense sand and gravel, low-plasticity silt, and some low-plasticity clay deposits.

³ Lateral spreading is a phenomenon in which surficial soil displaces along a shear zone that has formed within an underlying liquefied layer. The surficial blocks are transported downslope or in the direction of a free face, such as a bay, by earthquake and gravitational forces. Lateral spreading is generally the most pervasive and damaging type of liquefaction-induced ground failure generated by earthquakes.

⁴ Deep dynamic compaction (DDC) consists of the systematic dropping of a 10- to 20-ton weight or tamper from heights as high as 40 to 80 feet. The weight or tamper typically drops about 5 to 15 times per location at a rate of one to three drops per minute. Depending on the total energy input into the ground and subsurface conditions, deep dynamic compaction can generally be effective at densifying granular soils up to 20 to 30 feet deep.

⁵ Stone columns are a ground improvement technique that results in in-situ densification of granular soil. Stone column installation is accomplished using vibrating probes that are inserted to the desired depth of improvement and withdrawn. The voids created through densification are backfilled with gravel or crushed rock and compacted while withdrawing the probe, leaving a dense stone column typically 3 to 4 feet in diameter surrounded by densified soil.

MEMO

Compaction grouting⁶ and rapid impact compaction⁷ (RIC) were also considered; however, both of these ground improvement methods were rejected for this site. Because of the grout injection pressures required for compaction grouting, we believe there is insufficient overburden (soil weight) to resist heave and properly improve the fill. Additionally, it has been our experience across Mission Bay that RIC has been only moderately successful in improving the ground and mitigating the potential for liquefaction and lateral spreading and, when successful on recent projects, the ground improvement was evident only in the upper about 10 feet. There are potentially liquefiable layers at the site that extend deeper than 10 feet below ground.

Further details regarding the use of DDC and stone columns at the site are provided in our 23 December 2013 letter.

PLANNED INVESTIGATION AND EVALUATIONS

We are planning additional subsurface investigation at the site, including drilling four borings at the four corners of the proposed MRSG footprint and three additional borings in the western portion of the site to fill in data gaps from previous investigations. Drilling for the additional investigation is currently scheduled to begin on 16 February 2016. The results of our investigation will be presented in a data report, which will present all of the previous borings and cone penetration tests (CPTs) performed at the site and the laboratory test results. We will also perform additional engineering analyses for the MRSG and will present those results and preliminary recommendations in a separate letter report. Other on-going analyses include evaluating the impacts on design with and without liquefaction, including site-specific seismic ground response analysis.

We trust that the foregoing is sufficient for the design team's needs at this time. If you have any questions, please call.

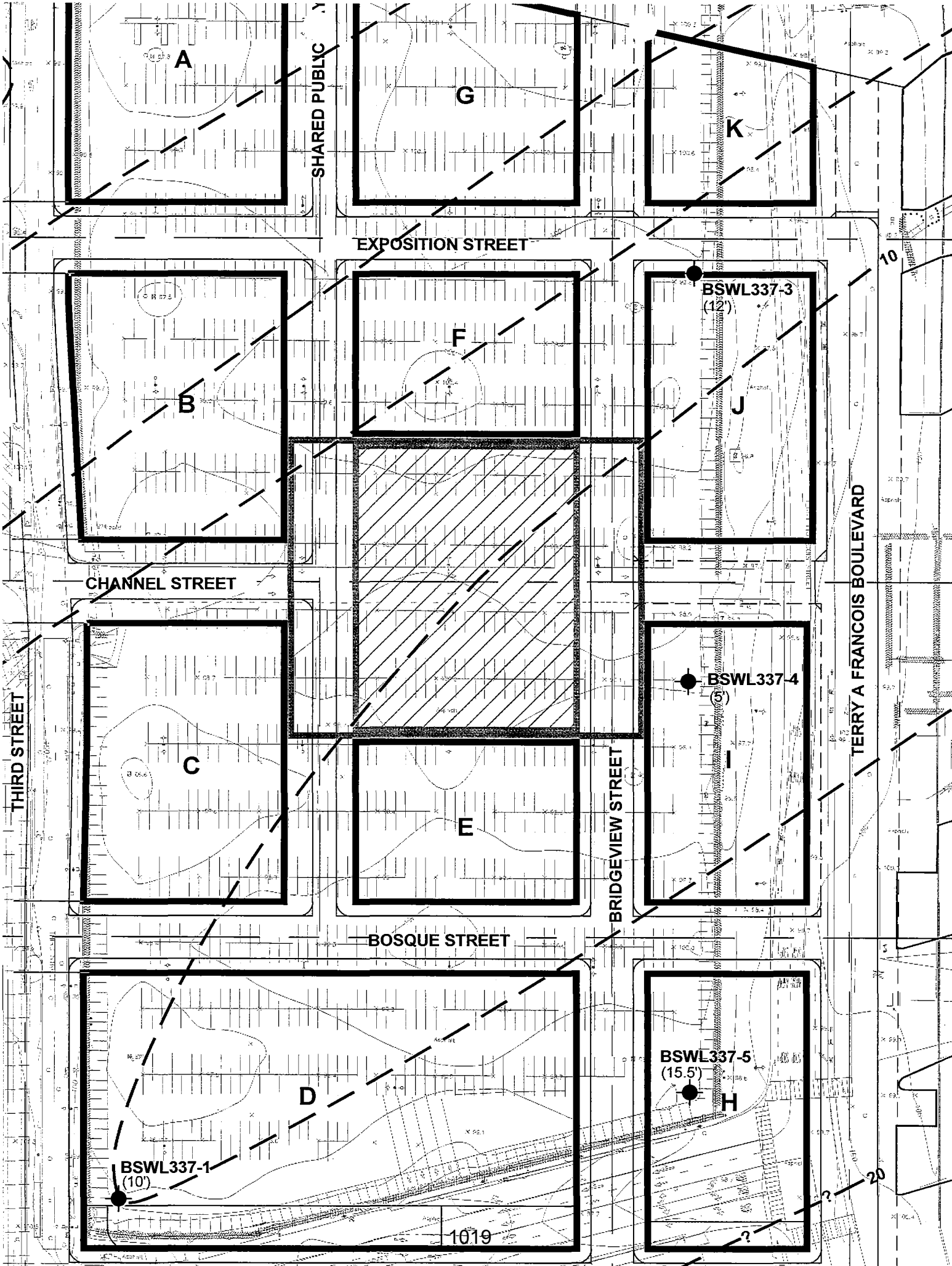
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Attachments: Figure 1 – Proposed Site Plan

Figure 2 – Allowable Friction Capacity, Driven 14-Inch Steel H-Pile and
14-Inch Square Precast Prestressed Concrete Piles

⁶ Compaction grouting is a ground improvement technique in which cement grout is injected under high pressure to increase the density of the soil, thereby reducing the liquefaction potential.

⁷ The rapid impact compaction method uses a Rapid Impact Compactor (RIC) to impart energy by dropping a 7.5 ton weight from a controlled height of about 1 m onto a patented foot. Applications include compaction of loose soils to improve bearing capacity and mitigation of liquefaction potential.



A

G

K

SHARED PUBLIC

EXPOSITION STREET

B

F

BSWL337-3
(12)

J

CHANNEL STREET

C

E

BSWL337-4
(5)

THIRD STREET

BRIDGEVIEW STREET

TERRY A FRANCOIS BOULEVARD

10

BOSQUE STREET

D

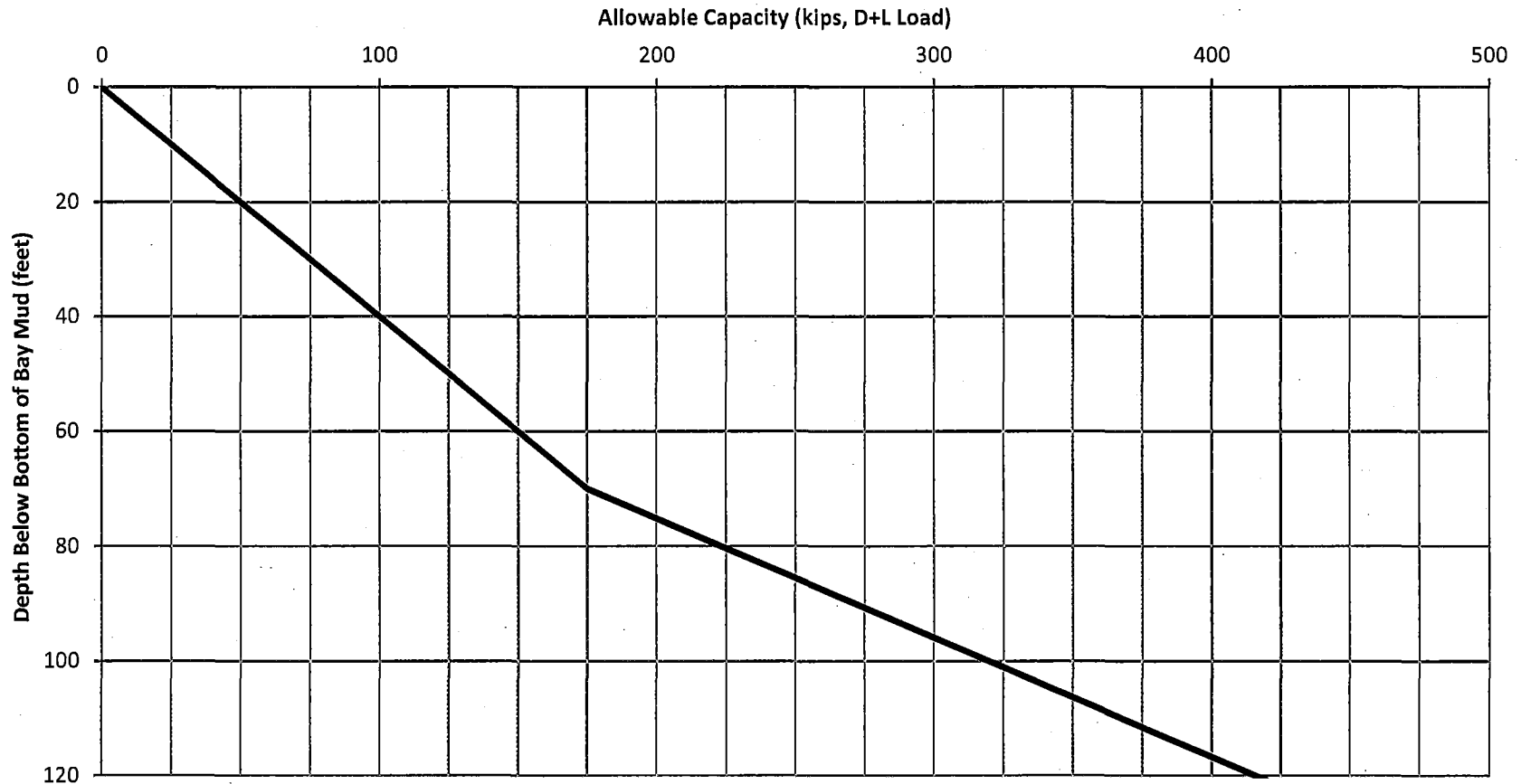
H

BSWL337-5
(15.5)

BSWL337-1
(10)

1019

20



Notes:

- 1) Where refusal in dense sand or bedrock is encountered, the pile capacities in Table 1 will apply. Bedrock depths are expected to range between 100 to 160 feet below the bottom of Bay Mud.
- 2) Pile capacities do not include downdrag.
- 3) Pile capacities include a factor of safety of 2.

**MISSION ROCK DEVELOPMENT
SEAWALL LOT 337**

San Francisco, California

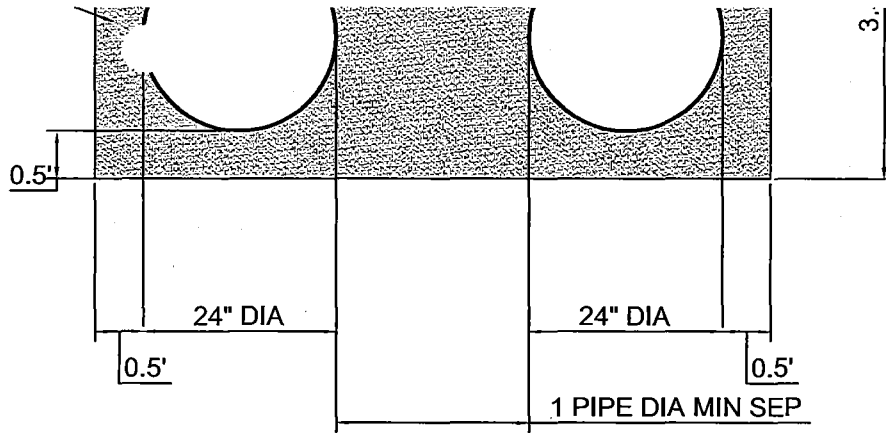
**ALLOWABLE FRICTION CAPACITY, DRIVEN
14-INCH STEEL H-PILE AND 14-INCH-SQUARE
PRECAST PRESTRESSED CONCRETE PILES**

Date 01/21/16 | Project No. 750604203 | Figure 2

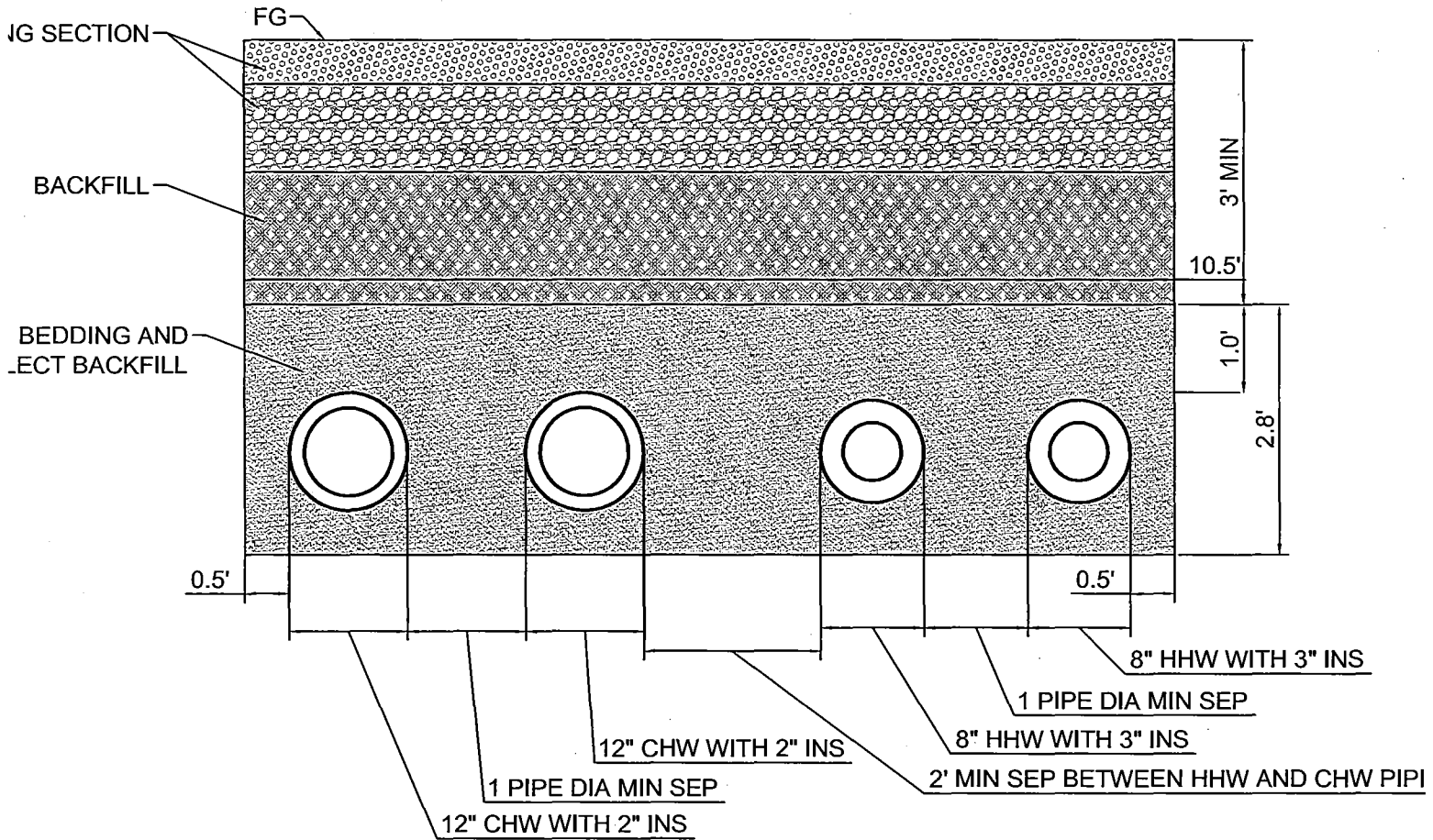
LANGAN TREADWELL ROLLO

APPENDIX G
(Not Used)

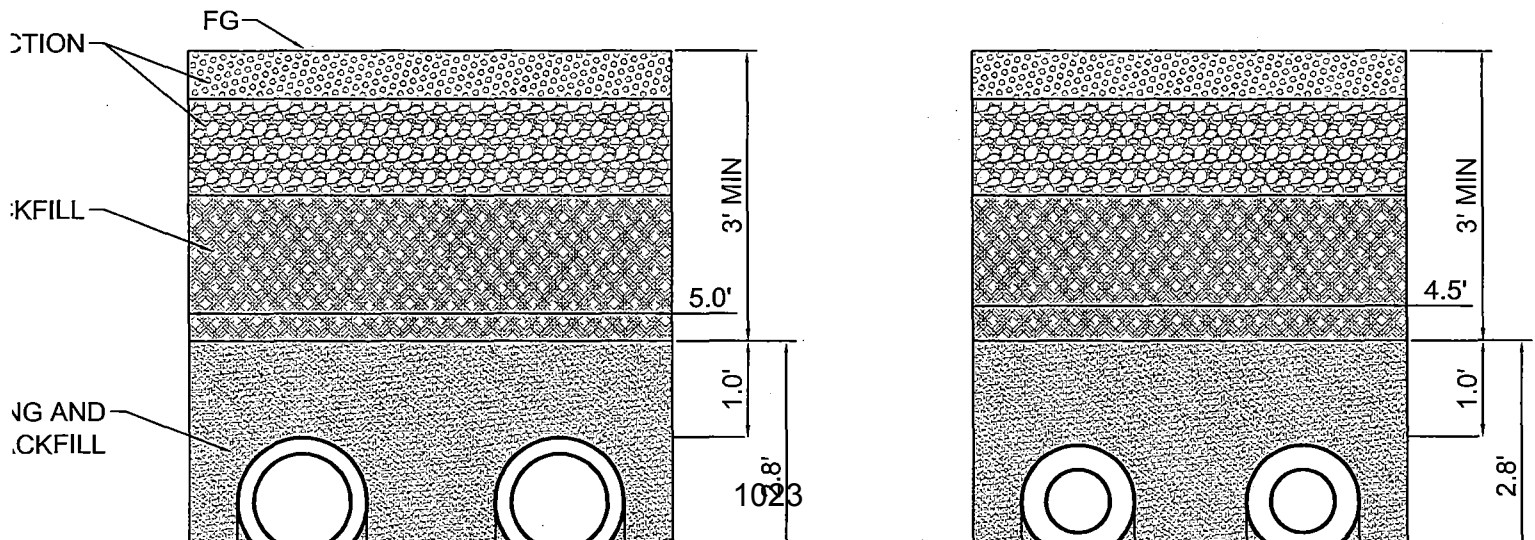
APPENDIX H
District Energy Typical Trench Section



TYP BAY WATER COOLING TRENCH SECTION



TYP DIST ENERGY TRENCH SECTION - SINGLE TRENCH



APPENDIX I
Sea Level Rise Adaptation Strategy
September 6, 2016



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MEMORANDUM

To: Jon Knorpp, Managing Director
From: Christopher Devick P.E. and Dilip Trivedi P.E.
Date: September 06, 2016
Subject: Mission Rock Development Seawall Lot 337
Sea Level Rise Adaptation Strategy

M&N Job No.: 7530-02

This memorandum serves to summarize the present understanding of sea level rise projections being used by regulatory agencies, flood elevations proposed by Federal Emergency Management Agency (FEMA), minimum proposed grades and a proposed adaptation strategy for the Mission Rock Development Project in San Francisco, CA.

Sea Level Rise Projections

In March 2013, the Sea-Level Rise Task Force of the Coastal and Ocean Working Group of the California Climate Action Team (CO-CAT) released their State of California Sea-Level Rise Guidance Document based on the recently published (June 2012) National Academy of Sciences (NAS) Sea-Level Rise for the Coasts of California, Oregon, and Washington. Table 1 summarizes the sea level rise (SLR) projections, including the low and high range values, for the San Francisco Bay area. Further, the CO-CAT guidance recommends that sea level rise values for planning be selected based on risk tolerance and adaptive capacity.

Table 1 Sea Level Rise Projections for San Francisco, California (feet; NAS 2012 Report)

Year	Projections	Ranges
2030	6 ± 2 in	2 to 12 in
2050	11 ± 4 in	5 to 24 in
2100	36 ± 10 in	17 to 66 in

Reference Water levels

Water levels used in developing the sea level rise strategy included the Base Flood Elevation for the development areas, and King Tide for China Basin Park as described below.

The *Base Flood Elevation* (BFE) is a regulatory standard for insurance purposes. The definition of the BFE, per FEMA, is "The flood having a one percent chance of being equaled or exceeded in any given year." Since development areas with building structures are subject to flood plain ordinance review by City building permit officials, the BFE is an appropriate reference water level to use for establishing finish floor elevations. The BFE can be represented by the 1% still water level, which was estimated based on

work conducted by BakerAECOM¹ for a flood study of the Central Bay region that included the vicinity of the proposed project.

King tide is a colloquial term for an especially high tide, such as a perigean spring tide that occur when the gravitational pull of the sun and the moon are in alignment. They occur only a few times a year and therefore are a good indicator for the potential disruption of use for areas such as open space and park areas. The elevation representative of a king tide was estimated based on a review of tidal elevation observations at the National Oceanographic and Atmospheric Administration Alameda, CA tide gauge. The estimated BFE and King Tide for the Project site are provided in Table 2.

Table 2: King Tide and Base Flood Elevations

Water Level	NAVD88, feet	Old City Datum, feet	Mission Bay Datum, feet
King Tide	7.3	-4.0	96.0
Base Flood Elevation (1% Still Water Level)	9.8	-1.5	98.5

Proposed Minimum Grades

The proposed minimum grades were developed for the project based on the following criteria:

- Reserve the entire 100-foot shoreline band for public access;
- Elevate buildings and immovable facilities high enough such that adaptations would not be necessary even for conservative estimates of SLR;
- Rather than elevate the zone between the development area and the shoreline for flood protection, maximize access opportunities to the water.

Based on these criteria, the following design elements have been adopted:

1. For the development area, the proposed strategy will raise existing grades to a minimum elevation of 104 feet Mission Bay Datum (MBD), which will provide a minimum of 5.5 feet (66 inches) of freeboard above present day BFE. Streets placed on fill would be pile supported within the raised development grade. This is necessitated by geotechnical considerations.
2. For the China Basin Park area, the promenade and Bay Trail are proposed to be raised to elevation 102 feet MBD which will provide approximately 6 feet of freeboard above the King Tide (or 3.5 feet of freeboard above present day BFE). Proposed grading for the Park includes transitioning from BayTrail/Promenade elevations of 102 MBD to development grade elevations of 104 feet MBD.

¹ BakerAECOM. 2012. A Central San Francisco Bay Coastal Flood Hazard Study San Francisco County, California Study Report. November 2, 2012.

3. The shoreline, Pier 48, Pier 50, Terry A. Francois Boulevard, 3rd Street and Mission Rock Street will remain at current elevations; proposed grading includes transitioning from these locations to Bay Trail/Promenade elevations of 102 feet MBD.

The above set of criteria and proposed grades are based on the principles of 'living with the Bay' and 'managed retreat' rather than elevating shoreline spaces now against future SLR. It also implies that the proposed improvements along the shoreline are for the purpose of flood protection for the open space area and do not serve as a levee or flood protection element for the developed area.

Shoreline Adaptation Strategy

In the development footprint, the proposed minimum grades (104 MBD) provide an elevation which will address potential flooding for even the highest estimates of sea level rise in 2100 for the San Francisco Bay Area by the NRC. Therefore, based on current sea level rise projections, the earliest when adaptations for the development area may be needed is 2100.

For the space between the development area and the Bay Trail/Promenade, proposed minimum grades (102 MBD) will address potential flooding beyond 2080 for even the highest estimates of sea level rise. From a functional perspective, the proposed grades (102 MBD, or 6 feet above King Tide) will address potential future flooding from King Tide events even beyond 2100. For higher estimates of sea level rise, the China Basin Park area functions as the space where future adaptations could be creatively implemented to maintain flood protection for the constructed public access features. Strategies to address larger amounts of sea level rise may include modifications to raise the promenade and reconfiguring the shoreline protection to provide flatter slopes and wave breaks. This will ensure continued protection of the public access open space areas from flooding.

In general, adaptation actions at the shoreline would be implemented when published information from NOAA indicate that flooding to the public access areas will occur during king tides. To implement future adaptations for sea level rise for the Park Area, a fund from an infrastructure financing district or community facilities district could be established now for the improvements needed to address sea level rise greater than the 3.5 feet (42 inches) allowance that is included in the proposed grades.

**APPENDIX J
(Not Used)**

**APPENDIX K
(Not Used)**

**APPENDIX L
(Not Used)**

APPENDIX M
District Heating and Cooling Services at Mission Rock
May 13, 2016



REQUEST FOR QUALIFICATIONS

District Heating and Cooling Services
At Mission Rock

San Francisco, California

Submission Date:

May 13, 2016

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1 INTRODUCTION

Through this Request for Qualifications (“RFQ”), Seawall Lot 337 Associates LLC (“Master Developer”) is soliciting Statements of Qualifications (“SOQs”) from energy services companies (“Respondent” or “DES Developer”) that describe their proposal and capabilities to build, own, and operate (“BOO”) a district scale heating and cooling plant as well as operate and maintain a district scale distribution system (the “Project”) in the Mission Rock development (“Project Site”), which is a private real estate development located on public land that will be ground leased from the Port of San Francisco for a period not to exceed 75 years.

The intention is for the Project to be developed through a private-to-private partnership between the Master Developer and DES Developer. The Master Developer is open to a variety of business models and commercial structures and is input from the DES Developer to this end.

Master Developer is interested in selecting a firm that has direct experience in developing, designing, building, financing, operating and maintaining projects similar to the Project, and that will deliver the Project to meet the goals, standards, performance requirements, and schedule outlined this RFQ.

2 PROCUREMENT INFORMATION

2.1 Procurement Process

This RFQ provides the information necessary for Respondents to prepare and submit SOQs for consideration by Master Developer. The following describes the general procurement process:

- Collecting SOQs in response to this RFQ is the first step in selecting a firm.
- Once SOQs are received, Master Developer will choose a shortlist of Respondents for in depth site visits and interviews.
- After interviews, a DES Developer will be selected and enter into a Memorandum of Understanding (MOU), under which Master Developer and DES Developer will negotiate the final terms and conditions of an Energy Service Agreement (ESA).

This RFQ is not an offer to enter into an agreement with any Respondent; it is a request to receive SOQs from companies interested in developing the Project. The Master Developer reserves the right to reject all SOQs, in whole or in part, and/or enter into negotiations with any party to provide such services, whether or not a SOQ has been submitted. Master Developer will not have any obligation to any Respondent unless and until it has entered into a written agreement with terms and conditions agreed to by to Master Developer. Master Developer may enter into discussions or negotiations with a Respondent with respect to any SOQ or otherwise, which shall not be deemed to be an acceptance of such SOQ or an agreement with the Respondent.

The City and County of San Francisco (“City”), the Port of San Francisco (“Port”), and various other agencies are aware of the Project and have been involved in the process to date; however, it should be noted that this is a private RFQ that does not fall under the City’s Public Procurement Policies or any other competitive bidding requirements. During the RFQ process, no Public Agency may be contacted in regards to the Project.

2.1.1 Procurement Schedule

- Release: March 28, 2016
- Onsite Project Presentation and Q&A: Week of April 11th
Location:
Arup Office
560 Mission St, Floor 7
San Francisco, CA 94105
- Submission Due Date: May 13, 2016
- Anticipated Selection Date: June 15, 2016
- MOU Execution: no later than June 30, 2016
- ESA Substantially Complete: November 1, 2016 (estimated)

2.2 Submission of Qualifications

Statements of Qualifications must be submitted via internet link only, which is provided below. No hard copies will be accepted.

[Internet link to be provided]

SOQs must use a minimum of 11 point font and be no more than 25 pages not including attachments. Attachments should be limited to items such as resumes, information on requested projects, and other materials pertinent to the evaluation but not suitable for including in written response.

Materials submitted as part of the SOQ will be subject to provisions in the NDA executed by the Respondents prior to receiving this RFQ. However, Master Developer may wish to use ideas or concepts presented by Respondents in the SOQ and reserves the right to do so subject to confidentiality.

2.3 Questions

Respondents shall direct all questions regarding this RFQ in writing to the Point of Contact. The Point-of-Contact may or may not choose to answer questions and may share questions and answers with all responding parties unless it is clearly marked as confidential information by the submitting Respondent.

2.3.1 Point of Contact

The below individuals are designated as Point-of-Contact for this RFQ:

Fran Weld, Vice President Development, San Francisco Giants
fweld@sfgiants.com

Orion Fulton, Sr. Manager, Arup
Orion.fulton@arup.com

2.4 Evaluation of Qualifications

Master Developer reserves the right to select the best Respondent for its partnership requirements; however, in general, the evaluation of the Qualifications shall be based on, but not limited to:

- Prior project experience with developing and operating similar scale systems;
- History of partnerships with other organizations, experience with urban systems with multiple off-takers;
- Ability to vertically integrate the development process; and
- Compatibility with Master Developer's stated goals and requirements in this RFQ.

Master Developer intends to evaluate SOQs submitted in response to this RFQ based on the completeness of the information provided, the business and technical merits as they address the goal of the Project, and any other factors that the Master Developer determines.

Following the submission of SOQs, Master Developer may request supplemental information from Respondents on an individual or group basis and may elect to meet with certain Respondents in person. Master Developer intends to select a Respondent that will serve the best interests of the Project as determined by Master Developer in its sole discretion.

2.5 No Reimbursement for Costs

In submitting an SOQ, Respondent acknowledges and accepts that any costs incurred from the participation in this RFQ procurement process shall be at the sole risk and responsibility of the Respondent, and the Master Developer will not compensate Respondents for any expenses incurred in qualifications preparation or for any presentations that may be made.

2.6 Representations

Master Developer makes no representations of any kind that an award will be made as a result of this RFQ. Master Developer reserves the right to accept or reject any or all SOQs, delete any item/requirements from this RFQ when deemed to be in Master Developer's best interest, consider factors not included in this RFQ, or select a DES Developer that did not respond to the RFQ.

2.7 Eligible Respondents

Only individual firms or lawfully formed business organizations may apply. The Master Developer intends to contract only with a Prime Firm. This does not preclude a Respondent from using subcontractors or consultants, but a Prime Firm must be identified and be the entity submitting the SOQ. The Prime Firm must demonstrate in the SOQ it has the ability to represent any and all subcontractors or members of its team. Joint Ventures are not encouraged.

2.8 Additional Contract Requirements

Under its agreement with the Port, Master Developer, as well as The Prime Firm and all other members of the Project Team, are obligated to comply with all applicable City and Port requirements in effect at the time that Master Developer's Development Agreement with the Port is executed. In submitting an SOQ, a Respondent acknowledges and accepts that if selected, it will be obligated to comply with all City and Port requirements, including without limitation, Non-Discrimination in Contracts and Property Contracts (Admin. Code Chapters 12B and 1C) and Health Care Accountability Ordinance (Admin. Code Chapter 12Q). DES Developers are obligated to become familiar with all applicable local, state, and Federal requirements and to comply with them fully as they are amended from time to time. City ordinances are currently available on the web at www.sfgov.org. It is a stated goal of Master Developer to promote and encourage contracting and subcontracting opportunities for Local Business Enterprises ("LBE") in all contracts. The target goals for each phase of development are:

- Entitlements 10%
- Horizontal Infrastructure Development 20%

3 GLOSSARY OF DEFINITIONS

The following terms and acronyms are used within this RFQ:

Arup	Master Developer's procurement advisor
BOO	Build Own Operate
BTU or btu	British Thermal Unit
CHP	Combined heat and power system
City	City and County of San Francisco
CUP	Central Utility Plant
DES	District Energy System
DES Developer	The entity selected as the preferred contracting entity via the RFQ evaluation process, that once selected, that will perform the works described in this RFQ and its SOQ
Project	The district scale heating and cooling plant and related O&M functions
EIR	Environmental Impact Report
ESA	Energy Service Agreement
ETS	Energy Transfer Stations
GAAP	Generally accepted accounting principles
gsf	Gross square feet
HUB	Historically underutilized business
IFRS	International financial reporting standards
kW	Kilowatt
kWh	Kilowatt-hour
Lead A/E Firm	Lead architecture and/or design engineering firm
Lead Contractor(s)	Contractor(s) in the Project Team who are responsible for engineering, procurement and construction ("EPC") and Operation and Maintenance ("O&M") functions
Master Developer	Seawall Lot 337 Associates LLC
MMBTH	One million BTUs per hour
Mission Rock	The name for the development of Seawall Lot 337 and Pier 48, for the purposes of this RFQ, see "Project Site" below
MOU	Memorandum of Understanding
MW	Megawatt
O&M	Operation and Maintenance
PA	Project Agreement
PG&E	Pacific Gas & Electric
psig	Pounds per square inch gauge
Prime Firm	The organization considered to be lead Respondent/DES Developer entity (if not a joint venture)
Port	Port of San Francisco
Project Site	Seawall Lot 337 and Pier 48; the area that the DES serves
Project Team	All key entities that comprise the DES Developer organization

Public Agency	Port, City, SFPUC, PG&E, or other agency representing the public interest
Respondent	The contracting organization/entity that submits the SOQ, on behalf of the Project Team.
RFQ	Request for Qualifications
SEC	Security and Exchange Commission
SFPUC	San Francisco Public Utilities Commission
SOQ	Statement of Qualifications
T&C's	Terms and conditions
Vertical Developers	Future holders of individual ground leases within the Project Site to build commercial real estate

4 DESCRIPTION OF THE PROJECT SITE

4.1 Background

In 2008, the San Francisco Giants won a public bid for the exclusive development rights to this property. Over the last eight years, the Giants, which formed Sea Wall Lot 337 Associates LLC to act as master developer, have worked with the community to develop a comprehensive land use plan, and in November of 2015, this plan was voted on and passed by the voters of San Francisco.

A key element of the future neighborhood is a robust sustainability plan. This plan will outline topics such as material selection, climate change resiliency, water re-use, and energy; and the DES is expected to play a central role in achieving some of the sustainability goals.

4.1.1 Urban context

Given its size and location, SWL 337 is one of the Port's most desirable development sites. Consistent with the Port's land use policy document, the Waterfront Land Use Plan, the Port engaged in a multi-year public planning process culminating in the following vision statement for development of the parcel:

Create a vibrant and unique mixed-use urban neighborhood focused on a major new public open space at the water's edge. This new neighborhood should demonstrate the highest quality of design and architecture, and the best in sustainable development with a mix of public and economic uses that creates a public destination which enlivens the Central Waterfront, celebrates the San Francisco Bay shoreline, and energizes development at Mission Bay.

The Project Site also includes Pier 48, a pile-supported 212,500 square-foot facility containing about 181,200 square feet of enclosed warehouse space and a 31,300 square-foot valley. Pier 48 is bounded by China Basin on the north, Pier 50 on the south, and Terry Francois Boulevard to the west. Pier 48 was originally constructed in 1928 and is the southernmost pier structure in the Port of San Francisco Embarcadero Waterfront Historic District, which is listed in the National Register of Historic Places.

Through the planning process, the Port identified the following objective for Pier 48, if included in any development proposal for SWL 337:

Propose a use program for Pier 48 that is publicly-oriented and water-related to the extent possible, and which complements and enhances the public use and enjoyment of the major new open space at China Basin. The Pier 48 use program must be consistent with the public trust, and any improvements must comply with the Secretary of the Interior Standards for Rehabilitation.

4.2 Project Site

Seawall Lot 337 and Pier 48 are owned by the Port of San Francisco, and together form the Project Site. Seawall Lot 337 is a rectangular parcel bound by Terry A. Francois Boulevard to

the north and east, Third Street to the west, Mission Rock Street to the south. Seawall Lot 337 is currently a surface parking lot just south of AT&T Park known as Parking Lot A.

The Project Site will include 8 acres of parks and open space, approximately 3.5 million square feet of development with a mix of housing, offices, parking, and neighborhood serving retail, as well as historic Pier 48 which may become home for a new brewery by Anchor Brewing. More information can be found at <http://missionrock.org/index.html#>.

See Attachment B for a site plan showing land uses and phasing.

4.2.1 Relationship of Parties

- Port of San Francisco: Owners of Project Site
- The City of San Francisco: land use and development regulation,
- Seawall Lot 337 Associates LLC: Master Developer, holds the exclusive rights to develop Mission Rock
- Anchor Brewery: Intended tenant for Pier 48
- Arup: Master Developer’s DES concept designer & procurement advisor

4.2.2 Land Use Program and Phasing

Phasing

The Project Site is divided into 12 buildable Parcels not including Pier 48, 11 of which will be developed in Phases of Parcels. The 11th parcel (parcel D2) would hold the structured parking. The table below shows the draft phasing program, including the Mission Rock ground-level parking and Pier 48:

Table 1: Phasing Program and Land use details

Phase	Parcel	Land Use	Building Height	Building Stories	Gross SF (a)
1	A	Residential	240 ft.	23 Stories	413,900
	B	Office	118 ft.	8 Stories	274,750
	G	Office	188 ft.	13 Stories	303,064
	K	Residential	120 ft.	11 Stories	130,469
	Pier 48	Industrial	n/a	n/a	263,000
2	C	Office	188 ft.	13 Stories	354,826
	D1	Residential	240 ft.	23 Stories	240,494
	D2	Parking	100 ft.	10 Stories	851,130
3	E	Office	90 ft.	6 Stories	141,330

Phase	Parcel	Land Use	Building Height	Building Stories	Gross SF (a)
	F	Residential	240 ft.	23 Stories	323,775
	Mission Rock Square	Parking	0 ft.	0 Stories	227,180
4	H (Flex)	Office	90 ft.	6 Stories	151,932
	I (Flex)	Residential	120 ft.	11 Stories	200,315
	J (Flex)	Office	90 ft.	6 Stories	151,982
TOTAL	-	-	1824 ft.	153 Stories	3,977,647

Land Use Program

A key element of the Master Developer's land use program is the ability to respond to future market demands through flexible zoning. To this end, eight parcels are proposed to be designated as either predominantly residential (Parcels A, D, F, and K) or commercial/office (Parcels B, C, E, and G) above the lower-floor active uses, while three parcels would be flexible to allow either type of land use (Parcels H, I, and J) above the lower floor.

On the flexible parcels, the land uses (i.e., residential or office/commercial), would be determined at the time of filing for design approvals for block development proposals. Parcels designated for flexible zoning would ultimately be developed for either predominantly residential or pre-dominantly commercial/office uses above the lower floor. In all circumstances, ground floor retail and restaurant uses would be included in the flexible zoning parcels. The square footage for the flex option by land use is as follows:

- Commercial: 1,377,884 gsf
- Parking: 1,078,310 gsf
- Production: 263,000 gsf

For more information, the following describes in general terms the type of land uses proposed at the Project Site.

- **Retail, Restaurant, and Ground Floor Spaces.** 241,038 gsf to 244,777 gsf of retail and restaurant space located on the ground floor of residential and commercial buildings throughout the site. These totals do not include development at Pier 48.
- **Housing.** Housing will be located throughout the site, between 1,048 and 1,579 residential units predominantly consisting of one and two bedroom apartments. Housing would be provided on Parcel A, D, F, K and potentially on flexible Parcels H, I, and/or J.
- **Office.** Office space would primarily be located along Third Street and the south end of the proposed Mission Rock Square and at China Basin Park. Between 972,175 gross sq. ft. to 1,361,181 gsf of office space would be developed on Seawall Lot 337. Office uses would be provided on Parcels B, C, E, and G and potentially on the flexible Parcels H, I, and/or J.
- **Open Spaces and Parks.** Approximately eight acres of new and expanded public open spaces would be included: expanded China Basin Park totaling 5.12 acres, Mission Rock

Square totaling 1.1 acres and located in the center of the Project Site. Channel Wharf would be a 0.5-acre, hardscaped plaza, located between Pier 48 and Pier 50. Lastly, the Pier 48 Aprons, totaling 1.1 acres, would be preserved and improved for public access, waterfront promenade, and maritime operations.

- **Parking.** Included in the proposed parking structure on Parcel D at the southwest corner of the Project Site would be 2,300 parking spaces for use by the Project and for the ballpark games and events, and other public parking, including commuter parking/park-and-ride. In addition to the above-grade structural garage parking on Parcel D, 700 parking stalls would be located under Mission Rock Square and adjacent streets. During game days, approximately 2,000 of the parking structure stalls in the two proposed garages would be available for use to the patrons of AT&T Park. An additional approximately 100 parking stalls would be provided within residential and commercial buildings, for a maximum of 3,100 off-street parking spaces.
- **Pier 48.** Pier 48 would be rehabilitated in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, with a mix of uses in the 240,000-sf rehabilitated pier, including light industrial/manufacturing, barging, ancillary office, storage, retail, restaurants, tours, events, and continued maritime operations on the east and south side and along Channel Plaza.

It is currently anticipated that the Anchor Brewing Company would occupy all of the interior usable space of Pier 48 under a 30-year Port interim lease. The retail/restaurant spaces provided at Pier 48 would include 11,000 gsf of brewery retail/exhibition space, 11,000 gsf of brewery restaurant space, and 10,000 gsf of other retail space. An additional 7,875 gsf of office space would be provided on Pier 48. The brewery/distillery would be up to 190,500 gsf and a separate production area would consist of 9,625 gsf.

4.2.3 Site Utilities

Utility provider contracts are still being developed. The Master Developer is currently undecided between Pacific Gas & Electric (PG&E) and San Francisco Public Utilities Commission (SFPUC) as the power utility. Input on this decision may be solicited from the DES Developer once the MOU is signed.

The opportunity to provide electricity into the development from the DES is described further in Section 5.2.4.

4.2.4 Project Site Entitlement Schedule

Key milestones in the Mission Rock entitlements are as follows:

- Publish Public Draft EIR July/Aug 2016
- Financial Negotiations with City through September 2016
- EIR Certification January 2017
- Port and City Approvals January 2017
- Regional (BCDC) and State (SLC) Approvals February 2017
- Begin Design of Phase 1 March 2017
- Complete construction of first building in Phase 1 Q1 2019 [approximate]

5 DESCRIPTION OF THE PROJECT

5.1 Project Goals and Objectives

5.1.1 Project Goal

The Project goal is to develop a district scale solution to heating and cooling buildings at the Project Site that meets the stated performance and sustainability objectives.

5.1.2 Project Objectives

The following are the primary project objectives (described without any order of importance or preference):

- Enter into a long-term contract(s) that provides vertical developers with budget certainty and economic value for thermal services;
- Leverage the creative problem solving capacity of the energy marketplace;
- Be a good steward of natural resources, including water resources; utilize reclaimed water service for cooling tower fill (assuming a source is available);
- Achieve a resilient utility infrastructure (with appropriate redundancy) that will deliver critical energy requirements during normal and emergency conditions;
- Fit proposed CUP or CUPS within allocated parcel space(s) and heights;
- Review, comment, and provide concurrence for DES distribution design;
- Meet Minimum Performance Requirements (see Section 5.1.3); and
- Help achieve the sustainability objectives (see Section 5.1.4).

5.1.3 Minimum Performance Standards

Though not yet formalized, the Master Developer will set energy efficiency and environmental performance thresholds that the DES Developer will need to meet. For purposes of the RFQ, indicative performance thresholds are provided in Table 2 below.

Table 2: Indicative Performance Thresholds

Annual Average Efficiency				
Chilled water plant	Maximum	0.45	kW/Ton	Inclusive of chillers, all primary & secondary distribution pumps, and heat rejection
Heat recovery chiller plant	Maximum	0.68	kW/Ton	Inclusive of chillers, all primary & secondary distribution pumps, and heat rejection
Boiler combustion	Minimum	86.5 0%	%	Per individual boiler fuel & btu meter trend data
Chilled water distribution	Minimum	98.7 5%	%	Per plant leaving chilled water btu meter & aggregate of customer chilled water btu meter trend data
Hot water distribution	Minimum	98.2 5%	%	Per plant leaving hot water btu meter & aggregate of customer hot water btu meter trend data

5.1.4 Sustainability Objectives for Vertical Development

The Master Developer has sustainability performance requirements and targets for both horizontal and vertical development.¹ These sustainability performance requirements and targets for Mission Rock, shown in Table 3, are consistent with San Francisco Eco-Districts guidelines, of which Mission Rock is a Type-1 Eco-District.² The DES Developer will assist in achieving these by delivering energy that is highly efficient and environmentally friendly.

Table 3: Project Site Performance Requirements and Sustainability Targets

Performance requirements	Sustainability targets
<ul style="list-style-type: none"> • Up to 26% better than ASHRAE 90.1-2010 • Net zero potable water use for non-potable uses • LEED Gold for commercial buildings • LEED Gold for residential buildings 	<ul style="list-style-type: none"> • Each building type can exceed future code and achieve an exceptional level of energy performance. • The Mission Rock development looks to improve upon the city’s leading emissions performance by further reducing annual carbon emissions associated with energy use by up to 19%. • 100% renewable energy by 2030 • Water conservation and reuse strategies with a target of up to 47% reduction in annual carbon emissions associated with water. • Municipal solid waste diversion in San Francisco is about twice the national average, significantly decreasing the GHG emissions associated with landfill waste disposal. As there is still room for improvement in waste diversion, Mission Rock is targeting a further 25% reduction in annual carbon emissions associated with waste, compared to current San Francisco performance.

5.2 Project Technical Opportunity

The main technical scope is to offer central combined heating and cooling with bay heat rejection and cooling (if permissible). However, there are a number of enhancement opportunities on the technical delivery discussed in this section.

The chosen DES Developer will be required to satisfy themselves of the peak design loads for the Site after the MOU is executed. However, for purposes of this RFQ, Arup’s reference design and load calculation shall be used.

The DES is comprised of three major components:

¹ The sustainability plan is currently in draft form and may change during this procurement, with possible input from the DES Developer

² <http://www.sf-planning.org/index.aspx?page=3051>

- One or more central utility plants (CUP or CUPs)
- A thermal utility distribution system
- The energy transfer stations (ETS) within each building/parcel

Table 4 summarizes reference design information and further information is provided in subsequent sections and in Attachments D and E:

Table 4: DES conceptual design basic information

Design and Construction Stage	
CUP	Central Combined Heating & Cooling + Bay Heat Rejection & Cooling
CUP System	<ul style="list-style-type: none"> • Centralized heat recovery chillers • Centralized electric water cooled chillers • Centralized low/medium temperature hot water boilers • Plate-and-frame “free-cooling” heat exchangers (bay-water) • Plate-and-frame “heat-rejection” heat exchangers (bay-water) • Balance of bay-water heat rejection and cooling plant • Minimal cooling towers
Distribution System	<ul style="list-style-type: none"> • The planning basis for the distribution portion of the DES has assumed a 6-pipe system comprising of: • Chilled water (CHW) supply and return pipes • Heating hot water (HHW) supply and return pipes • Bay water intake and outflow pipes • Parcel level electrical infrastructure

5.2.1 Estimated Heating and Cooling by Phase

Non-concurrent Peak Loads

The land-use heating and cooling peak load density assumptions (see Attachment E) yield the following peak non-concurrent loads in the tables below.

Table 5: Estimated Non-Concurrent Peak Heating and Cooling – By Parcel

PARCEL	PRIMARY USE	PARCEL AREA (sqft)	TOTAL GFA (sqft)	Cooling (Tons)	Heating (MMBH)
A	Residential	42,150	413,900	591.3	4.1
B	Commercial	40,209	274,750	686.9	4.1
C	Commercial	39,124	354,826	887.1	5.3
D1	Residential	9,745	240,494	343.6	2.4
D2	Parking	86,161	851,130	n/a	n/a
E	Commercial	25,110	141,330	353.3	2.1
F	Residential	25,110	323,775	462.5	3.2
G	Commercial	33,057	303,064	757.7	4.5
H	Commercial	31,144	151,932	379.8	2.3
I	Residential	32,543	200,315	286.2	2.0

PARCEL	PRIMARY USE	PARCEL AREA (sqft)	TOTAL GFA (sqft)	Cooling (Tons)	Heating (MMBH)
J	Commercial	31,515	151,982	380.0	2.3
K	Residential	17,857	130,469	186.4	1.3
P48	Production	259,328	263,000	657.5	1.3

TOTAL, without P48

5,315 **33.8**

TOTAL, with P48

5,972 **35.1**

Table 6: Estimated Non-Concurrent Peak Heating and Cooling, without P48 – By Phase

Assumed Phase	Parcel	Heating (MMBH)	Cooling (Tons)
1	A, B, G, K	14.1	2,222
2	C, D1, D2	7.7	1,231
3	E, F	5.4	816
4	H, I, J	6.6	1,046
Total:	-	33.8	5,315

Concurrent Peak Loads

Arup estimates that the concurrent load diversities for the mix of uses in the flex parcel option are:

Table 7: Load diversities

	Cooling	Heating
w/out P48	10%	2%
w/P48	8%	2%

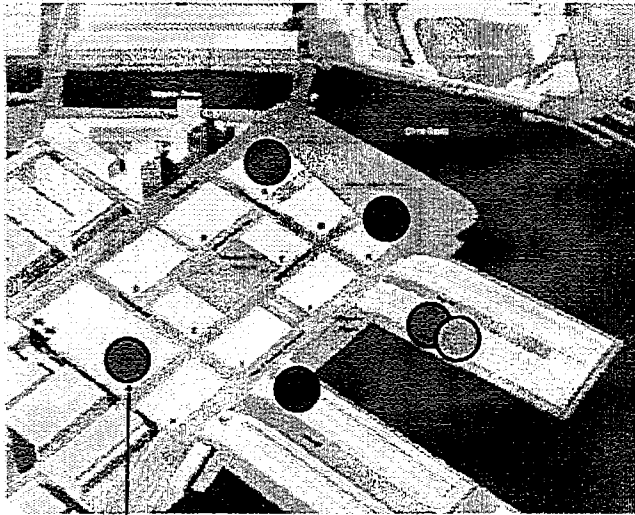
Table 8: Estimated Concurrent Peak Heating and Cooling

	Cooling (Tons)	Heating (MMBH)
w/out P48	4,791	33.1
w/P48	5,517	34.3

5.2.2 Plant Location Considerations

Possible plant locations are constrained by size, phasing, and general location. The potential locations for siting CUP's are illustrated in Figure 1 below.

Figure 1: Potential CUP Siting Locations



Available when parcel is built. Refer to assumed phasing plan elsewhere in the RFQ.

● **Process Plant**

- Anchor plant for brewing process
- High pressure steam required
- Medium-high temperature hot water required (170 °F)
- Low temperature chilled water required (< 36 °F)
- Total area is currently unknown

● **Comfort Heating/Cooling Plant**

- Central plants for building comfort heating & cooling equipment
- Elevated chilled water preferable (> 50 °F)
- Low temperature hot water preferable (< 150 °F)
- Connection to Bay to reduce cooling towers & maximize cooling efficiency
- Total area is between 24K & 35K sf plus some roof space (TBD)
 - Phase 1 Plant ~12K to ~20K sf

A consideration relating to siting the CUP is the nature of Pier 48. It has a limited clear height that roughly ranges between 20 feet at the edges and 35 feet at the core, load bearing limits due to pile foundation and bay muds, and sea level rise considerations.

Potential partners will need to propose solutions that are nimble and flexible so that the complexity and uncertainty introduced by the project phasing can be overcome.

5.2.3 Distribution System Considerations

The distribution system routing options are being planned along with other utilities in the public rights-of-way (ROW). Utilities are generally constrained along Exposition St and Bosque St. Further, utilities will not be placed in the Terry A Francois Blvd ROW until parcels I/J/K are built. A large parking structure is planned at the podium level beneath Mission Rock Square between parcels B and C to the West and parcels I and J to the East and between Exposition St to the North and Bosque St to the South. Rights-of-way for Shared Public Way and Bridgeview Way are currently being considered for the distribution system but this may require running the pipes inside the garage. Finally, the ROW north of parcels A, G, and K and South of China Basin Park is generally free of utilities. Please see Attachment B for a draft schematic of the planned utilities.

The selected DES Developer will be expected to provide input to, and ultimately concur with, the routing and design of the distribution system.

5.2.4 Anchor Brewing

It is currently anticipated that the Anchor Brewing Company would occupy all of the interior usable space of Pier 48 under a 30-year Port interim lease. Anchor Brewing has indicated that it will be developing, as part of the new brewery, a process plant capable of supporting the

production of approximately 200,000 barrels annually. This figure is subject to change by Anchor.

The technical opportunity includes the following heating and cooling loads for the Anchor site. This does not include any heating and cooling loads that Anchor may require for their production needs. See Attachment D section D.5 for more details on Anchor’s production loads.

Table 9: Estimated Peak Non-Concurrent Heating and Cooling for Anchor

Assumed Phase	Parcel	Heating (MMBH)	Cooling (Tons)
n/a	P48	1.3	658

Anchor Brewing Enhancement Opportunities:

There may be an opportunity to:

- Pre-heat the Anchor Brewing process hot water using the district heating system and distribution, thereby reducing the required steam boiler capacity in the Anchor Brewing process plant. This might be achievable under a scenario where an extensive distribution run from the closest main branch is not required.
- Operate and Maintain the Anchor Brewing process plant under a performance contract or other form of contract. This will require discussions with Anchor Brewing directly during the RFQ procurement.
- Run microturbines for cogeneration of electricity as part of the Anchor Brewing process plant operation. Again, discussions with Anchor Brewing directly during the RFQ procurement will be required to better understand this opportunity. [The environmental impacts of cogeneration may be addressed as part of the Mission Rock EIR.]

5.2.5 Bay Water Heat Rejection & Cooling

The inclusion of bay water as a means for heat rejection & cooling is an important aspect of the DES design as it relates to sustainability performance. Not only will it save considerable amounts of energy and water, it will also alleviate site design concerns related to cooling towers that would otherwise be needed. Master Developer expects this technology to be pursued as part of the DES design, construction, and operation.

The following is the current proposed approach for installing the bay water system, which was developed for purposes of examining potential environmental impacts in the EIR:

1. Based on the soil conditions at the site (young bay mud & rubble debris), directional drilling is not recommended.
2. The intake and outfall pipelines would be HDPE, placed at or just below the existing seabed, supported on plastic lumber attached the piles with 316SS hardware.
3. The outfall and intake pipelines & structures should be within the footprint of the Pier 48.
4. The inlet manifold should be placed one bent in from the pier head. The inlet screens will be in deep water, protected by the pier, and maintenance will have direct access to the screens.

5. If necessary to extend the pipeline offshore, it would likely be directly buried, which would require minor dredging and placement of rock riprap. Maintenance of the screens will be more costly and may require support piles.
6. The outfall is typically easier to install and the engineer will determine the placement and the number of duckbill diffusers.
7. The Pump Station is recommended to remain onshore or near the bulkhead. At Pier 15, a project precedent, the intake screens, pump station, secondary screens, and outfall are at one location near the outer third of the pier.
8. If secondary screening is required, it should be near the pump station.

5.3 Project Commercial Opportunity

5.3.1 Introduction to Potential Commercial Structure

An “off-balance sheet” approach is the preferred approach of the Master Developer, where the DES Developer builds, owns, and operates the CUP and provides routine and lifecycle operations and maintenance for the distribution system up to the energy transfer station in each building. The Master Developer is interested in feedback on potential commercial structures throughout this section (see Section 6.4).

The anticipated payment structure will:

- Mitigate market risk through a DES connection mandate for all properties and, to the extent feasible, phasing of the real estate development so that annual capital requirements and annual cash flows yield sufficient returns for the DES Developer.
- Obligate DES Developer to (i) design and construct the CUP according to agreed specifications; provide a security package that includes but is not limited to parent company guarantee, warranties, liquidated damages and/or holdbacks of the design and construction work; (ii) provide project financing; (iii) operate and maintain the CUP and distribution system and (iv) provide required reporting and customer service activities, and;
- Grant DES Developer the right to receive payments according to the agreed schedule at agreed rates for a number of years to be determined after substantial completion of the Project (which will include, among other things, that the CUP is available for use), under the terms and conditions negotiated by the parties.

The following table displays the potential commercial roles for the parties involved in the CUP and distribution system:

Table 10: Potential Commercial Allocations

	CUP	Distribution system
Ownership	DES Developer	Port/Nonprofit/DES Developer
Permitting	DES Developer	Master Developer/DES Developer
Site Use	DES Developer will lease from SWL	Franchise agreement/lease within public right of way
Design and construction	DES Developer	Port or Master Developer with support of DES Developer
Commissioning	DES Developer	DES Developer

	CUP	Distribution system
Financing	DES Developer	On-balance sheet taxable from Master Developer with buy-out by the Port using tax exempt CFD
Billing and Customer Service	DES Developer	n/a
Routine O&M	DES Developer	DES Developer
Lifecycle	DES Developer	DES Developer

5.3.2 Off-take Agreement

It is assumed that each individual property owner will have a retail agreement to purchase from the DES Developer, based on rates negotiated under the ESA.

Alternative Off-take Opportunities:

Master Developer is considering an energy non-profit organization to act as the single off-taker for the ESA. The goal is for this organization to help reduce counterparty credit risk for the DES Developer by buying thermal power on behalf of the property owners in Mission Rock. The DES Developer, in turn, would not have to factor the credit risk (including the ongoing costs of billings/collections) of individual customers and could accept a lower rate of return.

Master Developer is interested in discussing with the partner the viability of this option as well as other commercial structures.

5.3.3 Energy Non-Profit

The Master Developer is interested in establishing a non-profit that could perform all or some of the following roles as they relate to the Project:

- **Rates Negotiation:** The non-profit entity would help to reduce counterparty credit risk for the DES Developer by buying thermal power, and would negotiate rates for Mission Rock property owners.
- **Ownership:** The non-profit could own the distribution system and contract the O&M to the DES Developer. The nonprofit could also own the full DES System, or to secure a credit enhancement for the full system from the Port.
- **Financing:** The non-profit could be used to secure conduit financing for the distribution system or the CUP.

The Master Developer would set up this organization, with it or the Port acting as the credit-worthy backer. Establishment and maintenance (reporting, auditing) costs for the nonprofit are expected to be nominal for a non-charity nonprofit.

Running the nonprofit requires the establishment of a board and the election of board members. Possible board seats could include voting and non-voting members, who would meet regularly (quarterly, bi-yearly) and would determine meetings and expenditures. Such board members may include:

- Master Developer

- The Port
- Elected seats for Mission Rock property owners/customers

5.3.4 Financing

The DES Developer will be responsible for the formation of capital necessary to deliver the Project. The Master Developer does not have a preference for a specific financing structure. However, it is expected that financing for the Project will include a combination of equity and debt (bank debt, taxable and/or tax-exempt bonds).

The distribution system is to be financed on Master Developer's balance sheet, which would be eventually bought out by the Port.

Alternative Financing Opportunities:

In addition to the above, Master Developer is interested in feedback on the following possible financing options:

- The DES Developer providing upfront capital for the distribution system and the Port buying out their equity with the CFD tax exempt financing.
- A nonprofit entity providing 63-20 conduit financing (or similar) for the CUP or the distribution system.

5.3.5 Operations and Maintenance

Master Developer will include stipulations for output product availability (up-time) and other performance specifications as part of negotiations under the MOU. The DES Developer will be responsible for all operations and maintenance activities necessary to make sure that availability and performance requirements are met.

Prior to beginning output product sales, and annually thereafter, the DES Developer shall provide independent, certified calibration and operational checks of all revenue meters.

5.3.6 Billing/Customer Service

Master Developer and the DES Developer will negotiate an appropriate means and mechanism for invoicing. The DES Developer will be responsible for providing a negotiated level of customer service, inclusive of response and resolution of issues raised by Master Developer within a contractually agreed time period.

5.3.7 Entitlement and Permitting

Master Developer will be responsible for all entitlements and approvals from authorities having jurisdiction over the Project Site.

The DES Developer will be responsible for all permitting related to the CUP.

The distribution system will be a joint permitting effort between the Master Developer and the DES Developer.

DES Developer will be responsible for all ongoing permitting related to DES operations.

5.3.8 Reporting

The DES Developer will be responsible for providing all routine, periodic, and incident reporting as negotiated between the Master Developer and DES Developer.

6 REQUIREMENTS FOR THE SOQ

The following are the minimum requirements for the SOQ. Please structure your SOQ so that it mirrors the structure of this section, addressing each requirement in order.

In the Technical and Commercial Responses, the Master Developer is seeking to gain an understanding of how your Project Team would approach the Project, not on the final solutions. Technical and Commercial Responses will be subject to further negotiation and refinement post-selection when the DES Developer will be able to conduct full due diligence and determine feasibility, among other things.

Qualifications shall be prepared simply, providing a straightforward description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of Master Developer's needs.

6.1 Proposed Project Team

- Provide a statement of interest for the Project including a narrative describing the unique qualifications of the Project Team as they pertain to the Project.
- Provide a brief history of the Prime Firm and the Prime Firm's experience in similar projects. In addition, please discuss any known limitations to the Project Team's ability to fulfill the scope as outlined herein.
- Provide resumes (limit one page each) giving the experience and expertise of the key professional members that would be working on this deal from the Prime Firm as well as for the lead for engineering, procurement and construction ("EPC") services and the lead for O&M services (together "Lead Contractor(s)"), including their experience with similar projects, the number of years with the firm, and their city of residence.
- Provide a statement on the availability and commitment of the key professionals in the Prime Firm and Lead Contractor(s) that will be assigned to the Project.

6.2 Previous Experience

- List a maximum of five (5) projects for which the Prime Firm has provided services that are most directly related to the Project. Wherever possible, provide representative projects where the proposed Prime Firm, Lead Contractor(s), lead A/E Firm and other key sub-contractors have worked together. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
 - Project name, location, contract delivery method, and description.
 - Color images (photographic or machine reproductions).
 - Final Construction Cost, including Change Orders.
 - Final Project size in gross square feet; Final Project power and thermal capacity.
 - Type of construction (new, renovation, or expansion).
 - Actual start and finish dates for design.
 - Actual Notice to Proceed and Substantial Completion dates for construction.
 - Description of professional services Prime Firm and contractors provided for the project.

- Name of Project Manager (individual responsible to the System/University for the overall success of the project).
 - Sources of funding/financing.
- Provide references for each project listed above, identify the following:
 - The Owner's name and representative who served as the day-to-day liaison during the design and construction, and O&M phases of the Project, including name, title, telephone number and email.
 - Contractor's name and representative who served as the day-to-day liaison during the pre-construction and/or construction phase of the project, including name, title, telephone number and email.
 - Length of business relationship with the owner.

References shall be considered relevant based on specific project participation and experience with the Prime Firm and/or Lead Contractor(s).

6.3 Technical Response

- Please describe generally the Project Team's suggested technical approach to the Project. In doing so, please describe how your approach would achieve stated goals and requirements of the Project listed in Sections 5.1.3 and 5.1.3 above. Highlight your experience with delivering the proposed technological solutions (e.g. from other projects preferably submitted with your SOQ). Please also include additional ideas or innovations not addressed in this RFQ.
- Describe the Project Team's approach to construction, commissioning and start-up. Please include in the narrative how the approach will take into account the phased nature of the Mission Rock development. Please specifically address the Team's approach to plant locations and any sequencing required to reach the final CUP build-out.
- Please describe the Project Team's approach to O&M. Include discussion and examples of reliability assurance, water and energy conservation practices in operations, energy efficiency practices in operations, safety practices, quality assurances, controls and monitoring approaches.

6.4 Commercial Responses

- Please describe generally the commercial structure you envisage for the Project. Provide a deal structure diagram showing key parties and major agreements. Please also address the Alternative Off-taker Opportunity and Nonprofit Opportunity mentioned in Sections 5.3.2 and 5.3.3 above and discuss what benefits and challenges these opportunities may present. Highlight your experience with the proposed commercial structure (e.g. from other projects, preferably projects submitted with your SOQ).
- Please identify the primary risks that the Project Team anticipates for the Project, categorized by Design, Construction and O&M, along with recommended mitigation measures for those risks.
- Please demonstrate the Prime Firm's ability to secure financing for the Project (i.e. as a BOO). In doing so, please state what key debt requirements you might expect given your suggested structure (e.g. gearing requirements). Please also address the Alternative Financing

Opportunities mentioned in Section 5.3.2 above. Highlight your experience with similar financings involved on projects (preferably projects submitted with your SOQ).

- Detail the DES Developer's ability and demonstrated experience in providing financing for:
 - Similar projects within specified financial closing time parameters;
 - Projects utilizing offtake agreements for multiple retail customers; and
 - Projects where you were a counterparty to single, non-profit off-taker.

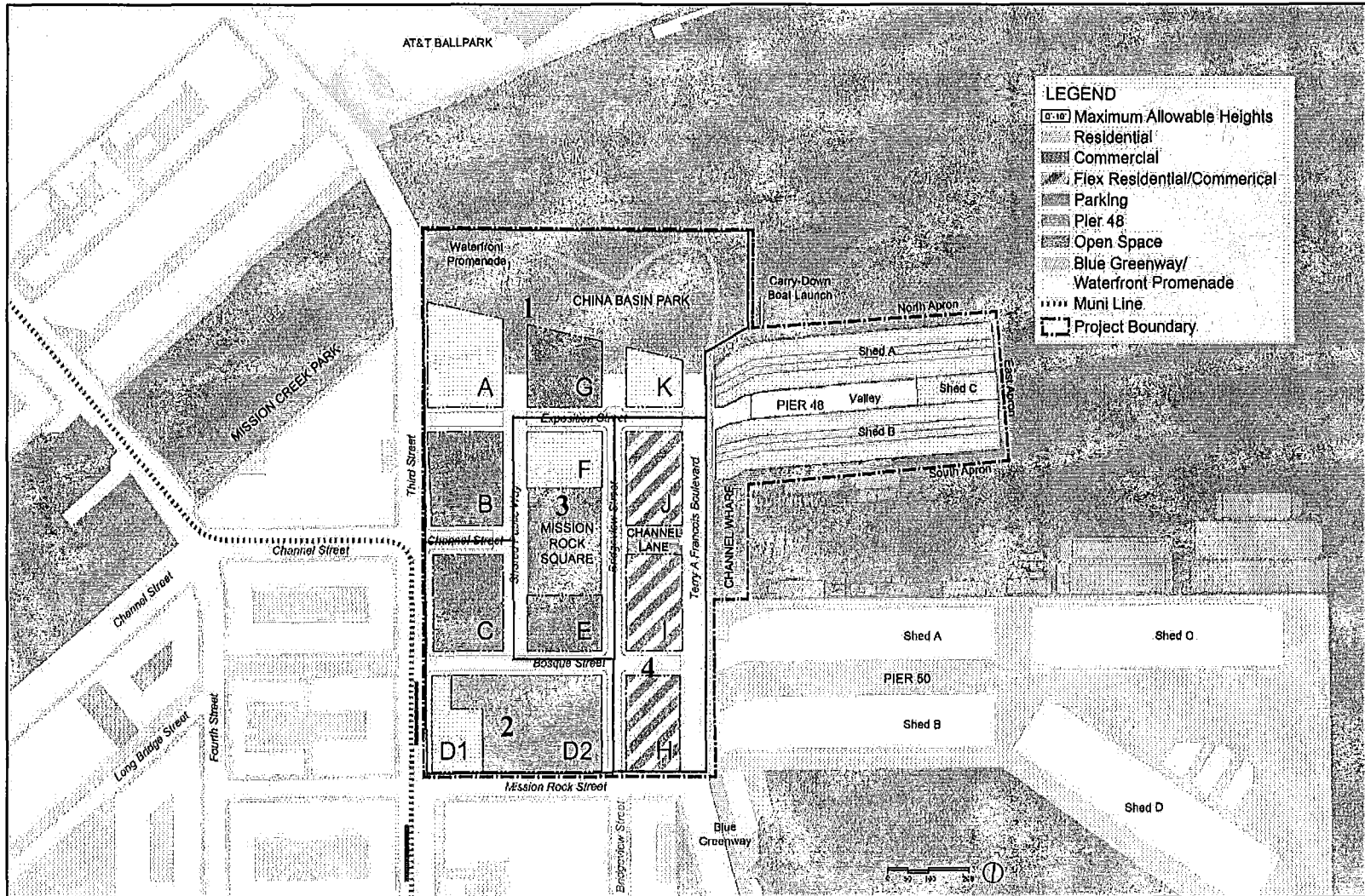
6.5 Blue Sky Discussion

- Please also provide additional ideas or areas for consideration that have not been included in the scope of this RFQ.
- Please note the Master Developer may be running a separate RFQ for a water treatment system for Mission Rock. Please reach out to the Point of Contact if Respondent is interested in similarly designing, building, owning or operating a water treatment system. Respondents that are interested in this opportunity should state in this section of the SOQ the possible benefits the Master Developer and other end users might see as a result of the Project Team delivering and operating both systems jointly.

ATTACHMENT A: Draft Memorandum of Understanding

[To be released]

ATTACHMENT B: Site Plan



B-1

ATTACHMENT C: Draft Schematic of Planned Utilities

ATTACHMENT D: Supplementary Technical Information

D.1 Thermal Generation Details

The planning basis for the generation portion of the DES assumes:

- Centralized heat recovery chillers
- Centralized electric water cooled chillers
- Centralized low/medium temperature hot water boilers
- Plate-and-frame “free-cooling” heat exchangers (bay-water)
- Plate-and-frame “heat-rejection” heat exchangers (bay-water)
- Balance of bay-water heat rejection and cooling plant (tanks, screens, etc.)
- Cooling towers³

D.2 Distribution Details

The planning basis for the distribution portion of the DES assumes a 6-pipe system comprising of:

- Chilled water (CHW) supply and return pipes
- Heating hot water (HHW) supply and return pipes
- Bay water intake and outflow pipes

The HHW and CHW systems are assumed to be direct bury, insulated piping systems, steel for HHW and HDPE for CHW. The bay water piping is assumed to be uninsulated, direct bury steel pipe.

Distribution routing and pipe sizing will be driven by CUP location and configuration and project phasing. Right of way corridors within the project site are relatively narrow, and site roadways are pile supported to mitigate differential settlement relative to the buildings, reducing the space available for utility installation. Pipe routing and building points of connection will need to be coordinated with site and building design teams.

Representative trench sections are presented in the figures below:

³ Capacity to be limited by greater of (1) heat rejection capacity needed above 24” bay-water capacity, and (2) heat rejection requirements during scheduled bay-water system down-time

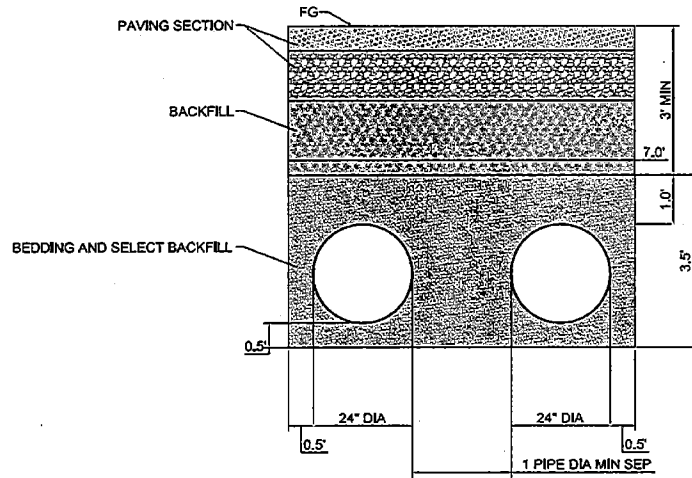


Figure 2: Typical Bay Water Intake/Outflow Section

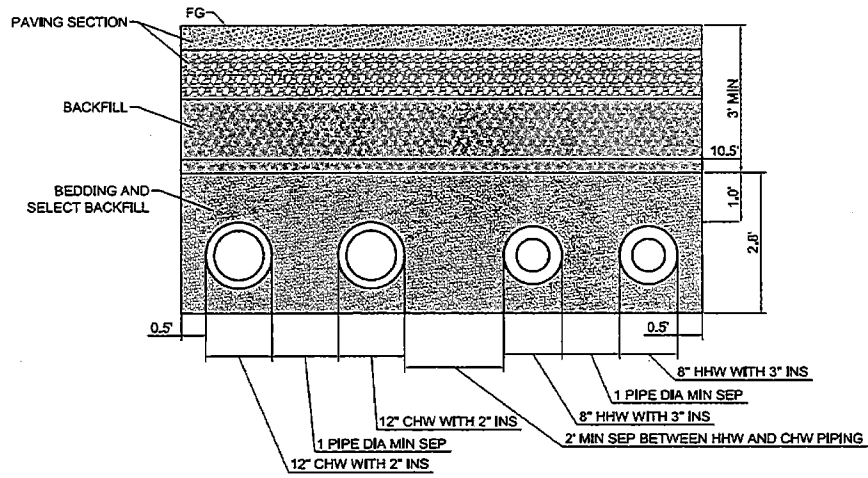


Figure 3: Chilled and Hot Water Combined Trench - Maximum Section

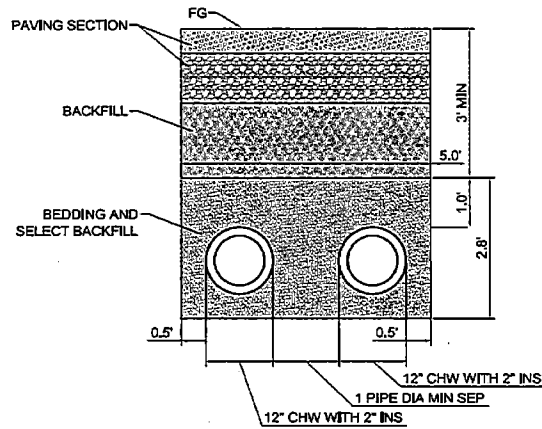


Figure 4: Chilled Water Trench - Maximum Section

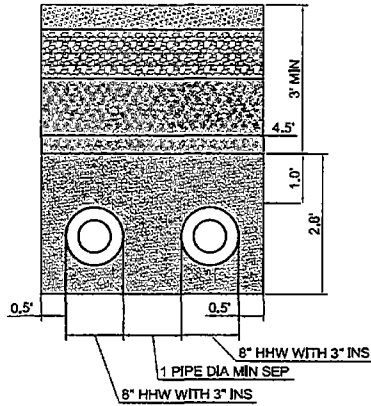


Figure 5: Heat Hot Water Trench - Maximum Section

D.3 Building Interconnections

The planning basis for the building interconnection portion of the DTES has assumed pairs of plate-and-frame heat exchangers for each of the hot water and chilled water services. As part of a partnership, the developer will be taking on the responsibility of collaborating with the vertical development team on the design, coordination, and commissioning of these systems.

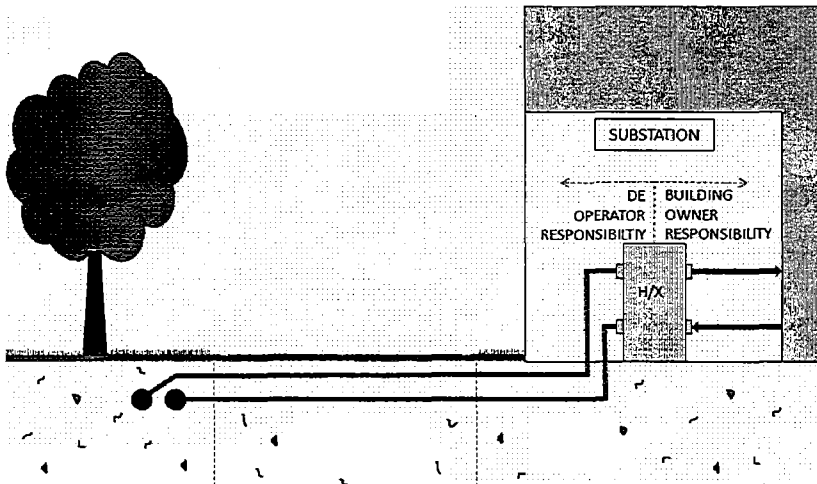


Figure 6: Substation Depiction

D.4 Anchor Brewing Process Loads

Anchor Brewing process loads account for a major portion of the site energy consumption.

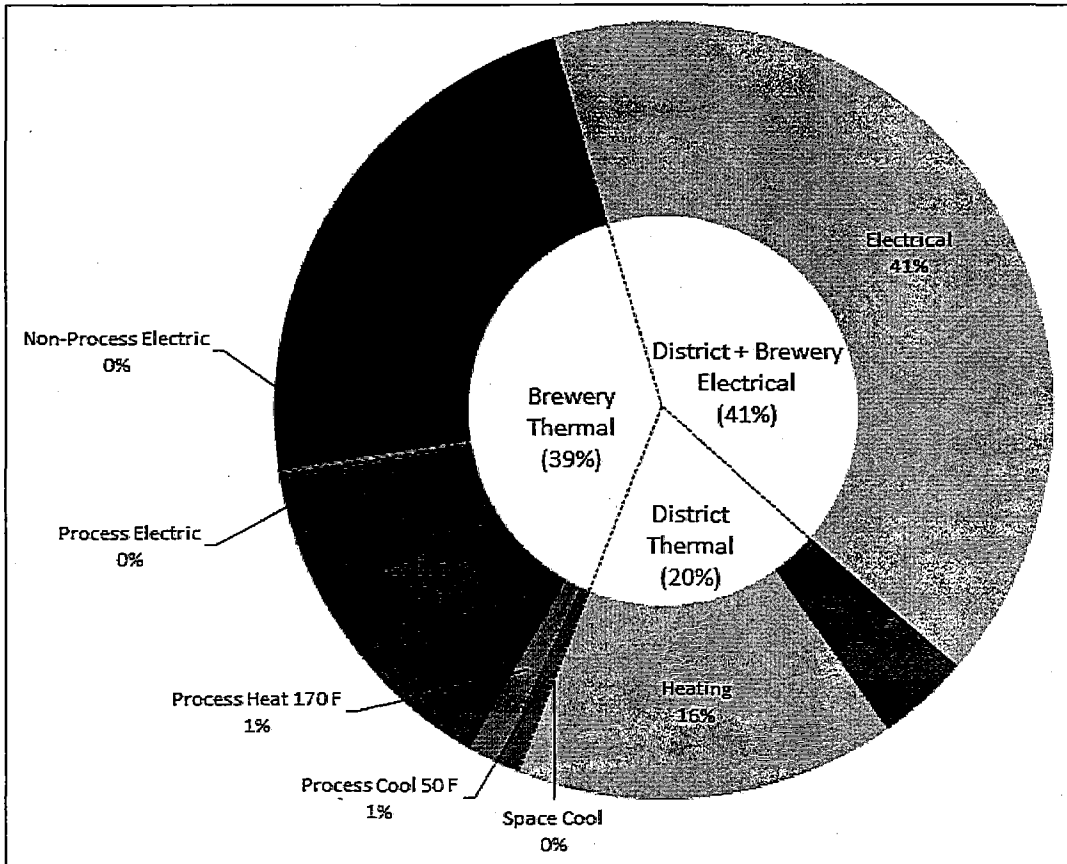


Figure 7: Ultimate Energy Consumption Split (400,000 Barrels/Year, no Brewery Efficiency)

Applying plausible levels of energy efficiency to all brewery end-uses generates the hypothetical energy consumption estimates summarized in Figure 8. This illustrates the sensitivity of the brewery energy efficiency as an input to the load estimation exercise.

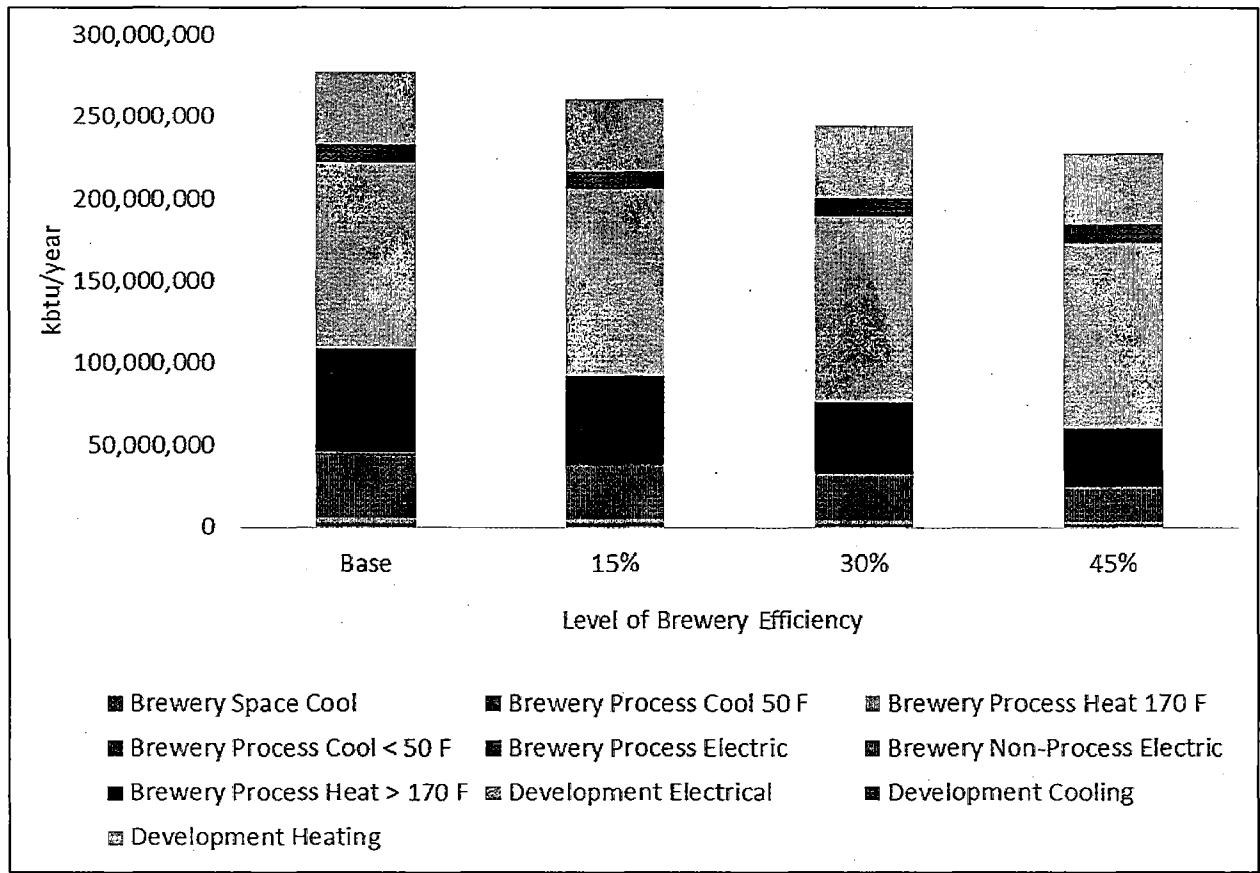


Figure 8: Hypothetical Ultimate Energy Consumption Estimates (400,000 barrels/year)

Unlike the district, the Anchor brewing process entails several high-temperature, steam, and low-temperature chilled water loads as illustrated in Figure 9.

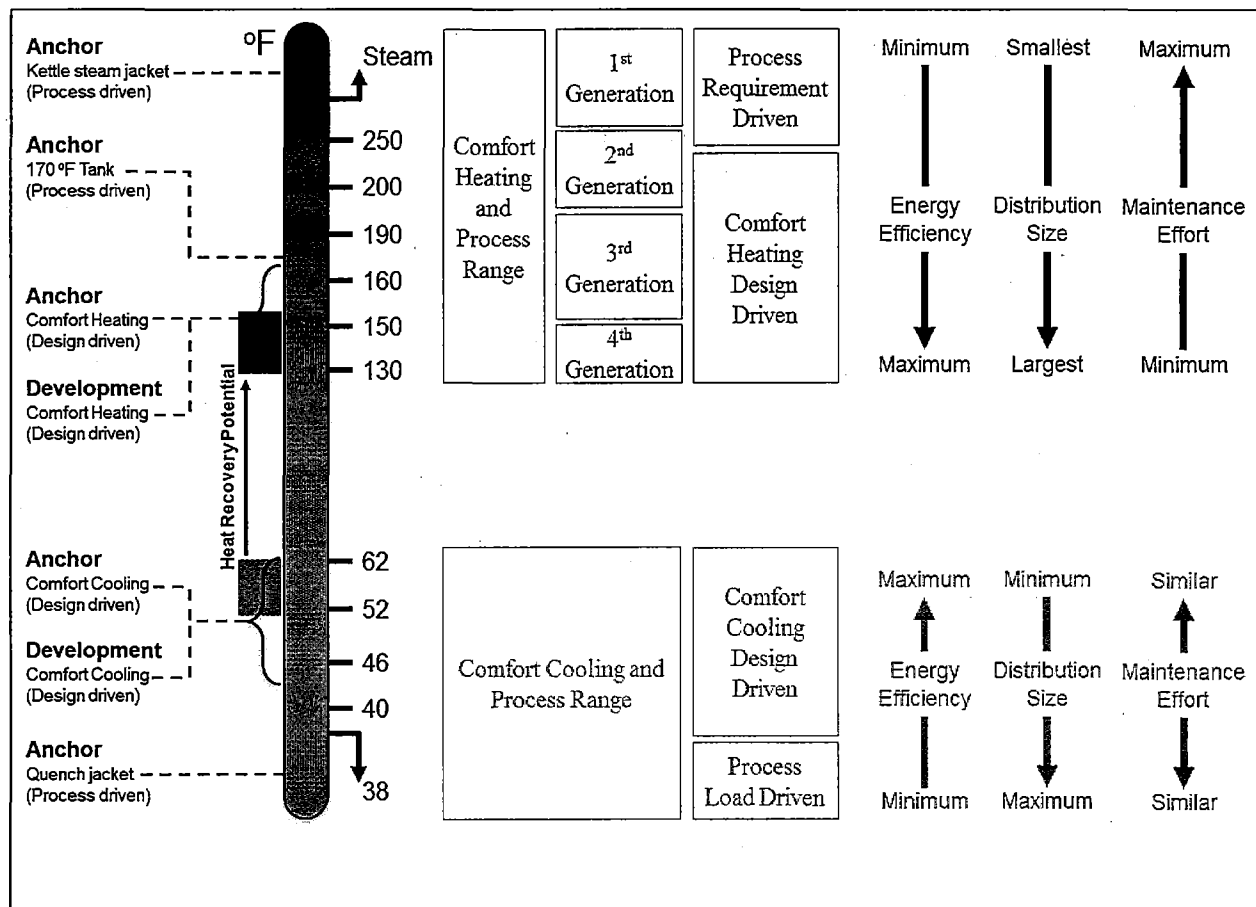


Figure 9: Development Thermal Load Map

It is not thermodynamically efficient to aggregate and supply these significantly different load categories from a single plant, or to overproduce steam or low-temperature chilled water to serve low-temperature heating and elevated chilled water cooling loads respectively.

Anchor Brewing has indicated that the brewing process, loads, and therefore the process plant requirements will continue to be updated as of and after the publication of this RFQ.

For these reasons, the current approach is to site the Anchor Brewing process plant as close as possible to the loads it serves (i.e. on Pier 48), and not over-size it to additionally serve the Project Site (or a portion thereof).

There may be opportunities to pre-heat the Anchor Brewing process hot water using the district heating system and distribution. This might be achievable under a scenario where an extensive distribution run from the closest main branch is not required, and could be beneficial if a significant resulting reduction in the Anchor brewing plant (essentially steam boiler capacity) can be achieved.

ATTACHMENT E: Assumptions

Given the early planning nature of this work, Arup developed and shared a series of technical assumptions during the 2013 feasibility study. These assumptions were approved for planning purposes, and are being carried forward for purposes of a reference design in the RFQ. These assumptions are tabulated below.

Standard Office Cooling EUI	Energy Utilization Intensities	1.3	kbtu/sq.ft./year
Standard Office Heating EUI	Energy Utilization Intensities	9.5	kbtu/sq.ft./year
Standard Office Electric EUI	Energy Utilization Intensities	41.3	kbtu/sq.ft./year
Biotech Office Cooling EUI	Energy Utilization Intensities	15.3	kbtu/sq.ft./year
Biotech Office Heating EUI	Energy Utilization Intensities	10.9	kbtu/sq.ft./year
Biotech Office Electric EUI	Energy Utilization Intensities	89.3	kbtu/sq.ft./year
Residential Cooling EUI	Energy Utilization Intensities	1.4	kbtu/sq.ft./year
Residential Heating EUI	Energy Utilization Intensities	23.2	kbtu/sq.ft./year
Residential Electric EUI	Energy Utilization Intensities	22.20	kbtu/sq.ft./year
Retail Cooling EUI	Energy Utilization Intensities	7.6	kbtu/sq.ft./year
Retail Heating EUI	Energy Utilization Intensities	5.0	kbtu/sq.ft./year
Retail Electric EUI	Energy Utilization Intensities	54.5	kbtu/sq.ft./year
Brewery Space Heating EUI	Energy Utilization Intensities	0.1	kbtu/sq.ft./year
Brewery Space Cool EUI	Energy Utilization Intensities	3.6	kbtu/sq.ft./year
Brewery Process Electric EUI	Energy Utilization Intensities	36	kbtu/barrel/year
Brewery Non-Process Electric EUI	Energy Utilization Intensities	18	kbtu/barrel/year
Brewery Process Heat > 170 F EUI	Energy Utilization Intensities	190	kbtu/barrel/year
Brewery Process Heat 170 F EUI	Energy Utilization Intensities	10	kbtu/barrel/year
Brewery Process Cool > 50 F EUI	Energy Utilization Intensities	26.6	kbtu/barrel/year
Brewery Process cool < 50 F EUI	Energy Utilization Intensities	145	kbtu/barrel/year
BAU Cooling Efficiency	Avg. Annual Equipment Efficiencies	0.55	kW/Ton
BAU Heating Efficiency	Avg. Annual Equipment Efficiencies	80%	%
BAU Electric Efficiency	Avg. Annual Equipment Efficiencies	99%	%
Vapor Compression Chillers	Avg. Annual Equipment Efficiencies	0.364	kW/Ton
Absorption Chillers	Avg. Annual Equipment Efficiencies	1	COP
Organic Refrigerant Chillers	Avg. Annual Equipment Efficiencies	0.70	kW/Ton

Gas Hot Water Boilers	Avg. Annual Equipment Efficiencies	82%	%
CHP/CCHP Thermal Efficiency	Avg. Annual Equipment Efficiencies	41.6%	%
CHP/CCHP Electrical Efficiency	Avg. Annual Equipment Efficiencies	45.1%	%
CHP/CCHP Max Turndown	Avg. Annual Equipment Efficiencies	85%	%
CHP/CCHP Max Heat Dumping	Avg. Annual Equipment Efficiencies	15%	%
Electric Only Fuel Cell Thermal Efficiency	Avg. Annual Equipment Efficiencies	51.7%	%
Electric Only Fuel Cell Electrical Efficiency	Avg. Annual Equipment Efficiencies	20%	%
Heat Recovery Chillers	Avg. Annual Equipment Efficiencies	0.60	kW/Ton
Cooling Towers	Avg. Annual Equipment Efficiencies	0.053	kW/Ton
Heat Dump Radiators	Avg. Annual Equipment Efficiencies	0.106	kW/Ton
Vapor Compression Chiller w/ Deep Lake Condenser Water	Avg. Annual Equipment Efficiencies	0.35	kW/Ton
Heat Recovery Chiller w/ Deep Lake Condenser Water	Avg. Annual Equipment Efficiencies	0.59	kW/Ton
Anchor Steam Existing Steam Boiler Plant	Avg. Annual Equipment Efficiencies	65%	%
New Steam Boiler Plant	Avg. Annual Equipment Efficiencies	78%	%
CHW Network Thermal Efficiency	DE Network Thermal Efficiencies	97.0%	%
HHW Network Thermal Efficiency	DE Network Thermal Efficiencies	95.5%	%
CW Network Thermal Efficiency	DE Network Thermal Efficiencies	98.0%	%
Pump Efficiency	District Pumping Efficiency	80%	%
Motor Efficiency	District Pumping Efficiency	90%	%
Average Network Pressure Head	District Pumping Efficiency	1.75	ft./100 ft.
CHW Design Supply T	Chilled Water Network Parameters	50	F
CHW Design Cooling Delta T	Chilled Water Network Parameters	13	F
CHW Total Network Length	Chilled Water Network Parameters	3,680	ft.
CHW Heat Exchanger Pressure Drop	Chilled Water Network Parameters	15	ft.
CHW Valves, Fittings, Bends Loss	Chilled Water Network Parameters	40%	% of Total Straight Pipe Loss
HHW Design Heating Delta T	Heating Hot Water Network Parameters	35	F
HHW Total Network Length	Heating Hot Water Network Parameters	3,680	ft.
HHW Heat Exchanger Pressure Drop	Heating Hot Water Network Parameters	15	ft.
HHW Valves, Fittings, Bends Loss	Heating Hot Water Network Parameters	40%	% of Total Straight Pipe Loss
CW Design Cooling Delta T	Condenser Water Network Parameters	15	F
CW Total Network Length	Condenser Water Network Parameters	3,680	ft.

CW Heat Exchanger Pressure Drop	Condenser Water Network Parameters	15	ft.
CW Valves, Fittings, Bends Loss	Condenser Water Network Parameters	40%	% of Total Straight Pipe Loss
Reversible Heat Pump Cooling Efficiency	Avg. Annual Equipment Efficiencies	0.711	kW/Ton
Reversible Heat Pump Heating Efficiency	Avg. Annual Equipment Efficiencies	0.708	kW/Ton
Reversible Heat Pump - Cooling with Colder Bay/River Water	Avg. Annual Equipment Efficiencies	0.675	kW/Ton
Bay Water Flow rate (Heat Rejection)	Bay Water Heat Rejection Parameters	3	gpm/ton
Bay Water Pump Efficiency (Heat Rejection)	Bay Water Heat Rejection Parameters	80%	%
Bay Water Pump Motor Efficiency (Heat Rejection)	Bay Water Heat Rejection Parameters	90%	%
Bay Water Network Length (Heat Rejection)	Bay Water Heat Rejection Parameters	4,000	ft.
Bay Water Average Network Pressure Head (Heat Rejection)	Bay Water Heat Rejection Parameters	1.75	ft./100 ft.
Bay Water Design Delta T (Heat Rejection)	Bay Water Heat Rejection Parameters	10	F
Bay Water Heat Exchanger Pressure Drop (Heat Rejection)	Bay Water Heat Rejection Parameters	15	ft.
Bay Water Valves, Fittings, Bends Loss (Heat Rejection)	Bay Water Heat Rejection Parameters	40%	% of Total Straight Pipe Loss
Bay Water Flow rate (Cooling)	Bay Water Cooling Parameters	2	gpm/ton
Bay Water Pump Efficiency (Cooling)	Bay Water Cooling Parameters	80%	%
Bay Water Pump Motor Efficiency (Cooling)	Bay Water Cooling Parameters	90%	%
Bay Water Network Length (Cooling)	Bay Water Cooling Parameters	8,000	ft.
Bay Water Average Network Pressure Head (Cooling)	Bay Water Cooling Parameters	1.75	ft./100 ft.
Bay Water Design Delta T (Cooling)	Bay Water Cooling Parameters	13	F
Bay Water Heat Exchanger Pressure Drop (Cooling)	Bay Water Cooling Parameters	15	ft.
Bay Water Valves, Fittings, Bends Loss (Cooling)	Bay Water Cooling Parameters	40%	% of Total Straight Pipe Loss
Residential Cooling Load Density	Space Cooling Load Densities	700	sq.ft./Ton
Retail Cooling Load Density	Space Cooling Load Densities	350	sq.ft./Ton
Commercial Cooling Load Density	Space Cooling Load Densities	400	sq.ft./Ton
Brewery Cooling Load Density	Space Cooling Load Densities	400	sq.ft./Ton
Residential Heating Load Density	Space Heating Load Densities	10	btu/h/sq.ft.
Retail Heating Load Density	Space Heating Load Densities	20	btu/h/sq.ft.
Commercial Heating Load Density	Space Heating Load Densities	15	btu/h/sq.ft.
Brewery Heating Load Density	Space Heating Load Densities	5	btu/h/sq.ft.

Nominal Heating Plant Efficiency (Sizing)	Nominal Equipment Efficiencies	85%	%
Bay Minimum Winter Temperature	Bay Water Cooling Parameters	48	F
Bay Maximum Summer Temperature	Bay Water Cooling Parameters	70	F
Parking Structure Conditioning		Unconditioned	Conditioned/ Unconditioned
Branch Pipe Sizing Criteria	Chilled Water Network Parameters	7	fps
Main Pipe Sizing Criteria	Chilled Water Network Parameters	10	fps

Exhibit E1

Workforce Development Plan

The development plan for Mission Rock under the Transaction Documents provides for the development of a new mixed-use neighborhood composed of commercial/office, retail, garage, market rate and affordable residential uses and major new and expanded parks. This Workforce Development Plan sets forth the activities Port, Developer and Vertical Developer shall undertake, and require their Contractors, Consultants, Subcontractors, Subconsultants, Commercial Tenants, Lessees, Service Providers and Professional Service Providers, as applicable, to undertake, to support workforce development in the pre-construction, construction and end use phases of the Project, as set forth in this Exhibit E1.¹

The Port and Developer shall enter into the DDA which will provide for the development of the Project in a series of Phases. In connection with the DDA, the Port and the Developer will enter into a Master Lease providing Developer the right to construct Horizontal Improvements within the Project. Developer will enter into contracts with Contractors and Consultants to construct all Horizontal Improvements allowed under the Master Lease.

Developer will submit Phase Submittals to the Port pursuant to the Transaction Documents. Following each Phase Approval, the Port will authorize the Chief Harbor Engineer to issue Port permits necessary for Developer to begin to construct Horizontal Improvements in accordance with the DDA and the Master Lease. Upon exercise of an Option in accordance with the DDA, the Port will convey each Development Parcel through Parcel Leases to a Vertical Developer. A Vertical Developer will enter into contracts with Contractors and Consultants to construct the Vertical Improvements, including residential and commercial improvements, in accordance with the Parcel Lease and Vertical DDA. Upon completion of the Vertical Improvements, the applicable Parcel Lease, between the Port and the Vertical Developer, shall govern the operation and use of the Vertical Improvements.

The foregoing summary is provided for convenience and for informational purposes only. In case of any conflict, the provisions of the DDA and each Vertical DDA shall control.

A. First Source Operations and Pre-Construction Hiring Agreement.

1. Developer shall, with respect to Horizontal Improvements, and the Port shall require that each Vertical Developer shall, with respect to each Vertical Improvement, comply with the operational requirements of the First Source Hiring Program pursuant to San Francisco Administrative Code Chapter 83 ("**Chapter 83**") and upon entering into: (a) leases or any other

¹ Any capitalized term used in this Exhibit E1, including its Attachments, that is not defined herein, or in such Attachments, or in the referenced Administrative Code Sections, shall have the meaning given to such term in the DDA.

occupancy contracts for commercial space at Vertical Improvements that are subject to Chapter 83 with a tenant ("Lessee"), provided, however, that no Lessee occupying less than 5,000 square feet in floor area within the Project Site shall have an obligation to enter into a First Source Hiring Agreement or comply with the requirements of Chapter 83; or (b) janitorial, security, landscape, operations and maintenance contracts, will include in each such lease or contract a requirement that such third party enter into a First Source Hiring Agreement in the form attached hereto as Attachment A, and provide a signed copy thereof to the Office of Economic and Workforce Development within 10 business days of execution. The Port shall cause (i) Developer to comply with the above requirements by including such requirements as a material term in the Master Lease applicable to such Contract and (ii) each Vertical Developer to comply with the above requirements by including such requirements as a material term in the Vertical DDA applicable to such Contract.

2. Further, Developer shall, with respect to Horizontal Improvements, and the Port shall require that each Vertical Developer shall, with respect to each Vertical Improvement, voluntarily include within its good faith efforts to comply with Chapter 83 a requirement to include pre-construction work within the Project's First Source Hiring Program and upon entering into professional services contracts for architectural and engineering services, provided, however, that no professional services firm performing work through a contract valued at less than \$500,000 or a contract for services relating to the construction of any tenant improvements within a leased premises comprised of less than 15,000 square feet in floor area shall have an obligation to enter into a First Source Hiring Agreement, include in each such contract a requirement that such third party enter into a First Source Hiring Agreement in the form attached hereto as Attachment A, and provide a signed copy thereof to the Office of Economic and Workforce Development within 10 business days of execution. The Port shall cause (i) Developer to comply with the above requirements by including such requirements as a material term in the Master Lease applicable to such Contract and (ii) each Vertical Developer to comply with the above requirements by including such requirements as a material term in the Vertical DDA applicable to such Contract.

3. Residential units within the Project shall not be subject to any obligations under this Section A and the tenants of such residential units shall have no obligation to enter into a First Source Hiring Agreement.

4. The Office of Economic and Workforce Development (“**OEWD**”) is the sole administrator of the First Source Hiring Program per San Francisco Administrative Code Chapter 83. OEWD’s Business Services team will manage the First Source Hiring Agreement and will be the point of contact for Lessees and Service Providers. OEWD’s Business Team will provide Referrals for the permanent Entry Level Positions located within the Project where required under Chapter 83.

5. Incorporation into contract provisions.

i. Developer or Vertical Developer shall include in its Contracts provisions that require Lessees and Service Providers to enter into a First Source Hiring Agreement and follow the good faith efforts within such agreements towards the hiring goals of Chapter 83. Developer or Vertical Developer shall also include in such Contracts provisions that require Lessees and Service Providers to identify a single point of contact and contact OEWD’s Business Services team to discuss its obligations under the First Source Hiring Agreement.

ii. Developer or Vertical Developer shall include in its Professional Service Contracts provisions that require Professional Service Providers to enter into a First Source Hiring Agreement and follow the good faith efforts within such agreement towards the hiring goals of Chapter 83. Developer or Vertical Developer shall also include in such Professional Service Contracts provisions that require Professional Service Providers to identify a single point of contact and contact OEWD’s Business Services team to discuss its obligations under the First Source Hiring Agreement.

6. Pre-start conference and access.

i. Developer or Vertical Developer shall meet with OEWD prior to initial occupancy of Vertical Improvements at the Project Site for a pre-start conference to assess the operation goals of the First Source Hiring Program, including commercial tenant operations, janitorial, security, landscape, operations and maintenance services and provide projections for Entry Level Position employment opportunities within such fields with respect to the Horizontal Improvements or Vertical Improvements. Developer or Vertical Developer shall also provide OEWD access to meet Lessees and Service Providers at the Project Site and encourage the same to meet with OEWD regarding their respective First Source Hiring Obligations.

ii. With respect to each Horizontal Improvement, Developer shall meet with OEWD upon submission of a Phase Submittal, and, with respect to each Vertical Improvement, Vertical Developer shall meet with OEWD upon entering into a Vertical DDA at

the Project Site for a pre-start conference to assess the pre-construction goals of the First Source Hiring Program, including architectural and engineering services and provide projections for Entry Level Position employment opportunities within such fields with respect to such Horizontal Improvement or Vertical Improvement. Developer or Vertical Developer shall also provide OEWD access to meet Professional Service Providers at the Project Site and encourage the same to meet with OEWD regarding their respective First Source Hiring Obligations.

7. Compliance with the operational goals of Chapter 83 shall be determined on an individual Contract or Professional Service Contract basis. Lessees and Service Providers shall demonstrate good faith efforts towards the hiring goals of Chapter 83. Professional Service Providers shall demonstrate good faith efforts towards the hiring goals of their First Source Hiring Agreement.

8. For the purposes of a First Source Hiring Agreement, (i) Contract shall mean: (a) any commercial lease or other commercial occupancy agreement with respect to a Vertical Improvements; and (b) any contract for janitorial, security, landscape, or operations and maintenance services performed at a Horizontal Improvement or Vertical Improvement; (ii) Professional Service Contract shall mean any contract for architectural or engineering services performed with respect to a Horizontal Improvement or Vertical Improvement, (iii) Service Provider shall mean any person(s), firm, partnership, corporation, government agency, nonprofit or combination thereof, who owns or operates a commercial business that enters into a Contract to perform janitorial, security, landscape, and operations and maintenance services with respect a Horizontal Improvement or Vertical Improvement, and (iv) Professional Service Provider shall mean any person(s), firm, partnership, corporation, government agency, nonprofit or combination thereof, who owns or operates a commercial business that enters into a Contract to perform architectural or engineering services with respect a Horizontal Improvement or Vertical Improvement.

9. OEWD shall notify any Lessees, Service Providers or Professional Service Providers in writing, with a copy to Developer or Vertical Developer, as applicable, and to the Port, of any alleged breach on the part of that entity of its obligations under the First Source Hiring Agreement, as applicable, and provide such entity a reasonable opportunity to cure its alleged breach before seeking an assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code. OEWD sole remedy against a Lessees, Service Providers and

Professional Service Providers shall be as set forth in Chapter 83, including the enforcement process. Upon OEWD's request, Port, Developer or Vertical Developer, as applicable, shall reasonably cooperate with OEWD in any such enforcement action against any Lessees, Service Providers or Professional Service Providers, provided in no event shall Port, Developer or Vertical Developer, as applicable, be liable for any breach by a Lessees, Service Providers or Professional Service Providers.

10. If Port, Developer or Vertical Developer, as applicable, fulfills its obligations as set forth in this Section A, it shall not be held responsible for the failure of Lessee, Service Provider or Professional Service Provider or any other person or party to comply with the requirements of Chapter 83, their applicable First Source Hiring Agreement or this Section A. If Developer or Vertical Developer, as applicable, fails to fulfill its obligations under this Section A, the applicable provisions of Chapter 83 shall apply as to Developer or Vertical Developer, as applicable, though the Port and Developer shall have the right to invoke the dispute resolution process set forth in Article 10 of the DDA.

11. This Section A is an approved "First Source Hiring Agreement" as referenced in Sections 83.9 and 83.11 of the Administrative Code.

B. Local Hiring Agreement.

1. Developer, with respect to each Horizontal Improvement, shall, and the Port shall require that each Vertical Developer, with respect to each Vertical Improvement, shall (i) include in each Contract for construction work a provision requiring each Contractor to enter into a Local Hiring Agreement in the form attached hereto as Attachment B before beginning any construction work, and (ii) provide a signed copy thereof to the Office of Economic and Workforce Development ("OEWD") and CityBuild within 10 business days of execution, provided, however, that no person or entity entering into leases or other occupancy contracts for commercial space at a Vertical Improvement within the Project site ("**Commercial Tenant**") which occupies less than 15,000 square feet in floor area within such Vertical Improvement shall have an obligation to enter into a Local Hiring Agreement or be subject to the Local Hiring

Program pursuant to Chapter 82, as defined below.² All future tenant improvements performed subsequent to any initial tenant improvements within such Vertical Improvement shall be subject to the local hiring requirement within Attachment B on a good faith basis only. The Port shall cause (i) Developer to comply with the above requirements by including such requirements as a material term in the Master Lease applicable to such Contract and (ii) each Vertical Developer to comply with the above requirements by including such requirements as a material term in the Vertical DDA applicable to such Contract.

2. CityBuild shall represent OEWD and will provide referrals of Targeted Workers for positions on the construction work for Improvements subject to a Local Hiring Agreement in accordance with San Francisco Administrative Code Chapter 82 ("**Chapter 82**").

3. Incorporation into contract provisions. Developer and Vertical Developer, as applicable, shall include in their respective contracts provisions that require prospective Contractors and Subcontractors to comply with the requirements set forth in the Local Hiring Agreement Attachment B.

4. Tenant improvements performed within any residential units within the Project shall not be subject to any obligations under this Section B and the tenants of such residential units shall have no obligation to enter into a Local Hiring Agreement.

5. Compliance with the construction requirements of Chapter 82 for Horizontal Improvements shall be determined on a Phase by Phase basis. Compliance will be measured by dividing the number of Construction Work Hours performed by Local Residents or Apprentices, as applicable, by the total number of Construction Work Hours performed on Horizontal Improvements within a Phase. If Developer exceeds its obligations set forth in its applicable Local Hiring Agreement with respect to an individual Horizontal Improvement, Developer may, at its option, allocate such excess towards the compliance of another Horizontal Improvement within the Project Site, subject to the requirements of Attachment B. Notwithstanding anything to the contrary, Developer may, at its election, require that compliance be determined on a

² Any capitalized term used in this Section B that is defined in Attachment B will have the definition given to such term in such Attachment.

Project-wide basis by giving notice to OEWD and the Port of such election during the submission of the penultimate Phase Submittal.

6. Compliance with the construction requirements of Chapter 82 for Vertical Improvements shall be determined on an individual Vertical Improvement basis. Compliance will be measured by dividing the number of Construction Work Hours performed by Local Residents or Apprentices, as applicable, by the total number of Construction Work Hours performed on the Vertical Improvement. If a Vertical Developer exceeds its obligations set forth in its applicable Local Hiring Agreement with respect to an individual Vertical Improvement, the Vertical Developer of such Vertical Improvement may, at its option, allocate such excess towards the compliance of another Vertical Improvement within the Project Site, subject to the requirements of Attachment B. Notwithstanding anything to the contrary, Developer may, at its election, require that compliance be determined on a Phase-wide basis by giving notice to OEWD and the Port of such election during the submission of a Phase Submittal.

7. OEWD shall notify Contractor, Subcontractor and Commercial Tenant, as applicable, in writing, with a copy to the Port and Developer or Vertical Developer, as applicable, of any alleged breach on the part of that entity of its obligations under Chapter 82 or its Local Hiring Agreement, as applicable, and provide such entity an opportunity to cure its obligations before seeking an assessment of liquidated damages pursuant to Section 82.8 of the Administrative Code. OEWD's sole remedies against a Contractor, Subcontractor or Commercial Tenant shall be as set forth in Chapter 82, including the enforcement process. Upon OEWD's request, Port, Developer or Vertical Developer, as applicable, shall reasonably cooperate with OEWD in any such enforcement action against any Contractor, Subcontractor or Commercial Tenant, provided that in no event shall Port, Developer or Vertical Developer, as applicable, be liable for any breach by a Contractor, Subcontractor or Commercial Tenant.

8. If Port, Developer or Vertical Developer, as applicable, fulfills its obligations as set forth in this Section B, it shall not be held responsible for the failure of a Contractor, Subcontractor, Commercial Tenant or any other person or party to comply with the requirements of Chapter 82 or this Section B. If Developer or Vertical Developer, as applicable, fails to fulfill its obligations under this Section B, the applicable provisions of Chapter 82 shall apply, though

the Port and Developer, as applicable, shall have the right to invoke the process set forth in Article 10 of the DDA.

9. This Section B complies with the requirements of Chapter 82, including Sections 82.5 and 82.7 and the requirements of Chapter 83 related to construction work.

C. Workforce Job Readiness and Training Funds.

Vertical Developers, on behalf of the Project, shall contribute to OEWD \$1,000,000 (One Million Dollars) to support workforce job readiness and training (“Workforce Job Readiness and Training Funds”) for allocation to OEWD’s CityBuild and First Source Hiring programs and qualified local community based organizations. Such funds shall be paid to OEWD, and used as provided below, over the course of the Project on a Development Parcel by Development Parcel basis in eleven equal installments. Each equal installment shall be paid by a Vertical Developer at issuance of site permit for the development of Vertical Improvements upon a Development Parcel, except for the development of the parking garage parcel, pursuant to a Vertical DDA.

Priority for OEWD's use and allocation of Workforce Job Readiness and Training Funds shall be to organizations that have backgrounds in workforce readiness and training, an established program with a demonstrated history of performing workforce readiness and training and an existing track record of working in economically disadvantaged communities within San Francisco, including, but not limited to the Bayview/Hunters Point, Chinatown, Mission, South of Market, Tenderloin, Visitacion Valley and Western Addition neighborhoods.

1. **Community Based Organizations:** \$500,000 (Five Hundred Thousand Dollars) of the Workforce Job Readiness and Training Funds shall be dedicated to funding community-based organizations that provide services which seek to: reduce barriers to employment for individuals within at-risk populations (the “**Barrier Removal Funds**”); and/or provide job readiness and training (“**Job Readiness Training Funds**”) (together, the “**CBO Funds**”). OEWD shall allocate the CBO Funds to qualified local community based organizations based on a competitive process, and distribute the CBO Funds during the construction and operation of the Project until exhausted. The funds will be primarily targeted to support Bayview/Hunters Point, Chinatown, Mission, South of Market, Tenderloin, Visitacion Valley and Western Addition

neighborhood residents and residents of surrounding areas. OEWD shall prioritize allocating funds to organizations that have a background in workforce readiness and training, an established program with a demonstrated history of performing workforce readiness and training and an existing track record of working in economically disadvantaged communities. OEWD shall use good faith efforts to promptly initiate and complete the competitive process and begin distribution of the Barrier Removal Funds within one hundred and eighty (180) days after OEWD's initial receipt of such funds, but in a manner that ensures the resulting programs and services will correspond directly to preparing participants for the jobs created by the project.

i. CBO Funds. OEWD shall allocate a portion of the CBO Funds to support the delivery of services to assist individuals within at-risk populations, including low-income youth and adults with histories of incarceration, homelessness, substance abuse or other factors that may create barriers to employment, with reducing barriers to employment and/or providing job readiness and training. The CBO Funds shall fund programs that provide case management, supportive services (i.e. union dues, tools, uniform/boots), life skills training, basic education, barrier removal (including assistance with attaining a GED or driver's license, if applicable), wrap-around social services, job training, job placement or retention services with a goal of allowing participants to become CityBuild or First Source Hire-ready.

2. **OEWD: \$500,000 (Five Hundred Thousand Dollars)** of the Workforce Job Readiness and Training Funds shall be dedicated to OEWD's programs that train economically disadvantaged adults, workers and local residents in the fields of construction, end use operations and hospitality (the "**OEWD Funds**"). OEWD shall identify and partner with local community-based organizations to promote the programs and identify and recruit program participants. OEWD shall allocate the funds throughout the construction and operation of the Project until exhausted. The resources shall be primarily targeted to support and prepare individuals in the Bayview/Hunters Point, Chinatown, Mission, South of Market, Tenderloin, Visitacion Valley and Western Addition and surrounding areas for construction and operation jobs at the Project. OEWD shall partner with organizations that have a background in workforce readiness and training, an established program with a demonstrated history of performing workforce readiness and training and an existing track record of working in economically disadvantaged communities. OEWD shall use good faith efforts to promptly begin distribution of the OEWD Funds within one hundred eighty (180) days after OEWD's initial receipt of such funds, but in a manner that ensures the resulting programs and services will correspond directly to preparing participants for the jobs created by the project.

i. Operations Training Resources. OEWD, in its discretion, shall dedicate a portion of the OEWD Funds to support programs that provide end use operations job training programs for economically disadvantaged adults, including individuals designated as a targeted population by the San Francisco Workforce Development Board, as an individual who is, or is at risk of, relying upon, or returning to, public assistance, including unemployment benefits, formerly incarcerated, homeless, veterans, out-of-school youth, pregnant or parenting teens, youth in the juvenile justice or foster care systems, people with disabilities, limited English populations, dislocated workers, or residents of public housing (the “**Operations Training Resources Funds**”). OEWD shall allocate Operations Training Resources Funds to programs performing vocational training in the retail, food service, janitorial, landscaping, facilities/open space operations and maintenance employment sectors. The intended use of the Operations Training Resources Funds is to provide additional training tailored towards future employment opportunities at the Project. The programs may also include working with potential employers regarding any necessary accommodations or additional training, and ongoing support following job placement.

ii. Construction Training Resources. OEWD, in its discretion, shall dedicate a portion of the OEWD Funds to support programs that train disadvantaged workers and local residents in the field of construction work (the “**Construction Training Resources**”). OEWD shall allocate the Construction Training Resources Funds to programs such as the CityBuild Academy, an 18-week pre-apprenticeship training program that prepares citywide residents for entry into the trades, the Construction Administration & Professional Service Academy, an 18-week program offered at City College of San Francisco that prepares San Francisco residents for entry-level careers as professional construction office administrators, or the CityBuild Women’s Mentorship Program, a volunteer program that connects women construction leaders with experienced professional and mentors.

iii. Pile Driving Training Program. OEWD, in its discretion, shall dedicate a portion of the OEWD Funds to support the development and implementation of a pile driving training program for disadvantaged workers and local residents, including individuals that have formerly been incarcerated or are experiencing homelessness (the “**Pile Driver Training Funds**”). The Pile Driving Training Funds shall be managed and implemented by OEWD in conjunction with local unions and community-based organizations. The programs may also include working with potential employers regarding any necessary accommodations or training, and ongoing support following job placement. The Pile Driving Training Program will address the shortage of skilled pile drivers in San Francisco and will augment the pipeline of skilled workers by providing specific training in a high-demand trade. By providing training in a high-demand trade, the program will help to ensure that more local residents are equipped with the education and skills necessary to be successful in the construction industry, thereby supporting local economic empowerment and upward mobility.

3. Accounting. Developer shall have no right to challenge the appropriateness of or the amount of any expenditure, so long as it is used in accordance with the provisions of this Exhibit E1. The Workforce Job Readiness and Training Funds may be commingled with other funds of the City for purposes of investment and safekeeping, but the City shall maintain records

as part of the City's accounting system to account for all the expenditures for a period of four (4) years following the date of the expenditure, and make such records available upon Developer's request.

4. In the event individuals trained by the programs supported by the Workforce Job Readiness and Training Funds are hired to perform work at the Project, Developer may receive credit toward First Source and Local Hire obligations under San Francisco Administrative Code Chapters 82 and 83, as mutually determined with OEWD.

5. Board Authorization. Any interest earned on the Workforce Job Readiness and Training Funds shall remain in designated accounts for use by OEWD for workforce readiness and training consistent with this Exhibit E1 and shall not be transferred to the City's general fund.

City and County of San Francisco First Source Hiring Program



Edwin M. Lee, Mayor

Office of Economic and
Workforce
Development
Workforce
Development Division

Attachment A: First Source Hiring Agreement

For Operations and Preconstruction Services

This First Source Hiring Agreement (this "FSHA Agreement"), is made as of _____, by _____ and between [(the "Lessee"/ "Service Provider"/ "Professional Service Provider")], and the Office of Economic and Workforce Development, ("OEWD"), collectively the "Parties":

RECITALS

[Use for Lessee - WHEREAS, [Lessee has plans to occupy a portion of the Vertical Improvement at [Address] (the "Premises") which requires a First Source Hiring Agreement with OEWD because the Premises is subject to a property contract between [Developer/Vertical Developer] and the City acting through the San Francisco Port Commission;

WHEREAS, the [Developer/Vertical Developer] was required to provide notice in leases, subleases and other, occupancy contracts for use of the Premises; and

WHEREAS, as a material part of the consideration given by Lessee under such contract, Lessee has agreed to execute this FSHA Agreement and participate in the First Source Hiring Program managed by OEWD as established by the City and County of San Francisco pursuant to Chapter 83 of the San Francisco Administrative Code ("Chapter 83"), as modified herein;]

[Use for Service Providers contracts - WHEREAS, [Service Provider has plans to provide [] services to the [Horizontal Improvement/ Vertical Improvement] at [Address] (the "Premises") which requires a First Source Hiring Agreement with OEWD because the Premises is subject to a property contract between [Developer/Vertical Developer] and the City acting through the San Francisco Port Commission;

WHEREAS, the [Developer/Vertical Developer] was required to provide notice in janitorial, security, landscape, or operations and maintenance contracts that provide services to the Premises; and

WHEREAS, as a material part of the consideration given by Service Provider under such contract, Service Provider has agreed to execute this FSHA Agreement and participate in the First Source Hiring Program managed by OEWD as established by the City and County of San Francisco pursuant to Chapter 83 of the San Francisco Administrative Code ("Chapter 83");]

[Use for Professional Service Providers contracts - WHEREAS, [Professional Service Provider has plans to provide [] services to the [Horizontal Improvement/ Vertical Improvement] at [Address] (the “Premises”) which requires a First Source Hiring Agreement with OEWD because the Premises is subject to a property contract between [Developer/Vertical Developer] and the City acting through the San Francisco Port Commission;

WHEREAS, the [Developer/Vertical Developer] was required to provide notice in architectural or engineering contracts that provide services to the Premises; and

WHEREAS, as a material part of the consideration given by Professional Service Providers under such contract, Professional Service Providers has agreed to execute this FSHA Agreement and participate in the First Source Hiring Program managed by OEWD as established by the City and County of San Francisco pursuant to Chapter 83 of the San Francisco Administrative Code (“Chapter 83”);]

[Use for [Developer/Vertical Developer] operations of Vertical Improvement - WHEREAS, Lessee has plans to operate the building at [Address] (the “Premises”) which required a First Source Hiring Agreement between Lessee and FSHA because the Premises is subject to a property contract between Lessee and the City acting through the San Francisco Port Commission; and

WHEREAS, as a material part of the consideration given by Lessee under the property contract, Lessee has agreed to execute this FSHA Agreement and participate in the Workforce System managed by OEWD as established by the City and County of San Francisco pursuant to Chapter 83 of the San Francisco Administrative Code (“Chapter 83”);]

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this FSHA Agreement, initially capitalized terms shall be defined as follows:

- a. “Entry Level Position” shall mean any non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary, permanent, trainee and intern positions
- b. “Contract” shall mean: (a) any commercial lease or other commercial occupancy agreement with respect to the Vertical Improvement; and (b) any contract for janitorial, security, landscape, or operations and maintenance services performed at the Horizontal Improvement or Vertical Improvement.
- c. “DA” means that certain Development Agreement between Developer and the City and County of San Francisco, acting by and through the San Francisco Port Commission with respect to the Project Site.

- d. "DDA" means that certain Disposition and Development Agreement between Developer and the City and County of San Francisco, acting by and through the San Francisco Port Commission with respect to the Project Site.
- e. "Developer" has the meaning set forth in the DDA, including any successor during the term of this FSHA Agreement.
- f. "Horizontal Improvement" has the meaning set forth in the DDA.
- g. "Lessee" includes every commercial tenant, subtenant, or any other entity occupying a Vertical Improvement for the intent of doing business in the City and County of San Francisco and possessing a Business Registration Certificate with the Office of Treasurer required to enter into a First Source Hiring Agreement as defined in Chapter 83, provided, however, that in no event shall the meaning of Lessee include a commercial tenant, subtenant, or any other entity occupying less than 5,000 square feet in floor area within the Vertical Improvement.
- h. "OEWD Resume Database" shall mean the web portal administered by OEWD that connects Lessees, Service Providers and Professional Service Providers with qualified job seekers. The web portal is a free recruiting service to all Lessees, Service Providers and Professional Service Providers and is to be used by the Lessees, Service Providers and Professional Service Providers as part of their FSHA Agreement.
- i. "Professional Service Contract" shall mean any contract for architectural or engineering services performed with respect to a Horizontal Improvement or Vertical Improvement, except for contracts for architectural or engineering services related to the construction of any tenant improvements within a leased premises comprised of less than 15,000 square feet in floor area within a Vertical Improvement.
- j. "Professional Service Provider" shall mean any person(s), firm, partnership, corporation, government agency, nonprofit or combination thereof, who owns or operates a commercial business that enters into a Contract to perform architectural or engineering services with respect the Horizontal Improvement or Vertical Improvement, provided, however, that no professional services firm performing work through a contract valued at less than \$500,000 shall have an obligation to enter into this First Source Hiring Agreement.
- k. "Project Site" shall mean the area consisting of an approximately 16-acre parcel located south of Mission Creek/China Basin Channel, bordered by Third Street on the west, Mission Rock Street on the south, and Terry Francois Boulevard on the east, as reconfigured in accordance with AB 2797.
- l. "Service Provider" shall mean any person(s), firm, partnership, corporation, government agency, nonprofit or combination thereof, who owns or operates a commercial business that enters into a Contract to perform janitorial, security,

landscape, or operations and maintenance with respect the Horizontal Improvement or Vertical Improvement.

- m. "Referral" shall mean a qualified job seeker identified by OEWD as having the appropriate training, background and skill sets for a [Lessee/ Service Provider] specified Entry Level Position.
- n. "Vertical Developer" shall mean [*insert name of applicable Vertical Developer*], including any successor during the term of a FSHA Operations Agreement.
- o. "Vertical Improvement" has the meaning set forth in the DDA.

2. LESSEE AND SERVICE PROVIDER OEWD WORKFORCE PARTICIPATION

- a. Lessee or Service Provider, as applicable, shall contact OEWD's Business Services team to provide headcount projections for Entry Level Positions and register with the OEWD Resume Database upon execution of its Contract.
- b. Lessee or Service Provider, as applicable, shall notify OEWD's Business Team of every available Entry Level Position by posting job openings for Entry Level Positions on the OEWD Resume Database. Lessee or Service Provider, as applicable, shall provide OEWD a period of time to recruit and refer qualified candidates prior to advertising such position to the general public, starting on the date that the Lessee or Service Provider, as applicable, posts the job opening on the OEWD Resume Database, and ending on the earlier of: (i) 10 business days; or (ii) the date upon which such Lessee or Provider has received OEWD's list of Referrals and has considered such Referrals for the available Entry Level Position in good faith, subject to Section 5 below. OEWD shall develop a pipeline of potential candidates and shall develop a staffing and implementation plan that is generally designed to allow OEWD to provide Lessee or Service Provider, as applicable, with its list of Referrals within 3 business days after such Lessee or Service Provider has posted a job opening. In the event the OEWD Resume Database is inaccessible, Lessee or Service Provider, as applicable, shall contact OEWD directly regarding their FSHA obligations by emailing Business.Services@sfgov.org, or other email address as may be mutually agreed upon by Professional Service Provider's single point of contact and OEWD, and submitting Attachment A-1.
- c. Lessee or Service Provider, as applicable, shall consider and screen all Referrals that meet the minimum qualifications of a Lessee's or Service Provider's, as applicable, job opening and shall use the OEWD Resume Database to provide feedback regarding Referrals that were screened, interviewed and hired. Hiring decisions shall be entirely at the discretion of Lessee or Service Provider, as applicable.

3. LESSEE AND SERVICE PROVIDER GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Lessee or Service Provider, as applicable, will make good faith efforts to comply with its obligations under this FSHA Agreement. Determination of good faith efforts shall be based on all of the following:

- a. Lessee or Service Provider, as applicable, shall execute this FSHA Agreement and Attachment A-1 upon entering into Contracts. Lessee or Service Provider will also accurately complete and submit Attachment A-1 annually to reflect employment conditions.
- b. Lessee or Service Provider, as applicable, shall register with the OEWD Resume Database. Lessee or Service Provider, as applicable, using a resume database not associated with OEWD will not be considered towards the requirements of the FSHA Agreement.
- c. Lessee or Service Provider, as applicable, shall provide OEWD a period of time to recruit and refer qualified candidates prior to advertising such position to the general public, starting on the date that the Lessee or Service Provider, as applicable, posts the job opening on the OEWD Resume Database, and ending on the earlier of: (i) 10 business days; or (ii) the date upon which such Lessee or Provider has received OEWD's list of Referrals and has considered such Referrals for the available Entry Level Position in good faith, subject to Section 5 below. Lessee or Service Provider, as applicable, must identify a single point of contact responsible for communicating Entry Level Positions and take active steps to ensure continuous communication with OEWD's Business Services Team. Lessee or Service Provider, as applicable, shall use the OEWD Resume Database to provide feedback regarding Referrals that were screened, interviewed and hired.

4. PROFESSIONAL SERVICES - ARCHITECTURAL AND ENGINEERING SERVICE PROVIDERS

- a. This section incorporates additional requirements for Professional Service Providers performing architectural or engineering services. Professional Service Providers obligations relate only to preconstruction work and shall terminate upon the completion of the Professional Service Provider's Professional Service Contract.
- b. Participation.
 - i. Professional Service Provider shall contact OEWD's Business Services team to provide headcount projections for Entry Level Positions and register with the OEWD Resume Database upon execution of its Professional Services Contract.
 - ii. Professional Service Provider shall notify OEWD's Business Team of every available Entry Level Position by posting job openings for Entry Level Positions on the

OEWD Resume Database. Professional Service Provider shall provide OEWD a period of time to recruit and refer qualified candidates prior to advertising such position to the general public, starting on the date that the Lessee or Service Provider, as applicable, posts the job opening on the OEWD Resume Database, and ending on the earlier of: (i) 10 business days; or (ii) the date upon which such Lessee or Provider has received OEWD's list of Referrals and has considered such Referrals for the available Entry Level Position in good faith, subject to Section 5 below. In the event the OEWD Resume Database is inaccessible, Professional Service Provider shall contact OEWD directly regarding their FSHA obligations and submit Attachment A-1.

iii. Professional Service Provider shall consider and screen all Referrals that meet the minimum qualifications of a Professional Service Provider's, as applicable, job opening and shall use the OEWD Resume Database to provide feedback regarding Referrals that were screened, interviewed and hired. Hiring decisions shall be entirely at the discretion of Professional Service Provider.

iv. Within 30 days of executing a Professional Services Contract, Professional Service Provider will email OEWD and schedule to meet with staff from the First Source Hiring Program. At the meeting, the Professional Service Provider will provide information on new and available Entry Level Positions, anticipated job opening projections, start dates and rate of pay.

c. Good Faith Compliance.

Compliance with the requirements of subsections i through iv below shall demonstrate Professional Service Provider's good faith compliance with its obligations under this FSHA Agreement.

i. Over the life of the Contract, Professional Service Provider shall make good faith efforts to hire Referrals from the First Source Hiring Program to fulfill new and available Entry Level Positions. Professional Service Provider may decline to hire a Referral if the Contractor considers the Referral in good faith and deems the Referral is not qualified. The final decision to hire a Referral shall be made by the Professional Service Provider.

ii. Professional Service Provider, as applicable, shall execute this FSHA Agreement and Attachment A-1 upon entering into Professional Service Contracts. Professional Service Provider will also accurately complete and submit Attachment A-1 annually to reflect employment conditions.

iii. Professional Service Provider shall register with the OEWD Resume Database. Professional Service Provider using a resume database not associated with OEWD will not be considered towards the requirements of the FSHA Agreement.

iv. Professional Service Provider shall notify OEWD's Business Services Team of all available Entry Level Positions by posting job openings for Entry Level Positions on the OEWD Resume Database. Professional Service Provider shall provide OEWD a period of time to recruit and refer qualified candidates prior to advertising such position to the general public, starting on the date that the Lessee or Service Provider, as applicable, posts the job opening on the OEWD Resume Database, and ending on the earlier of: (i) 10 business days;

or (ii) the date upon which such Lessee or Provider has received OEWD's list of Referrals and has considered such Referrals for the available Entry Level Position in good faith, subject to Section 5 below. OEWD shall develop a pipeline of potential candidates and shall develop a staffing and implementation plan that is generally designed to allow OEWD to provide Lessee or Service Provider, as applicable, with its list of Referrals within 3 business days after such Lessee or Service Provider has posted a job opening. Professional Service Provider must identify a single point of contact responsible for communicating Entry Level Positions and take active steps to ensure continuous communication with OEWD's Business Services Team. Professional Service Provider shall use the OEWD Resume Database to provide feedback regarding Referrals that were screened, interviewed and hired. In the event the OEWD Resume Database is inaccessible, Professional Service Provider shall contact OEWD directly regarding their FSHA obligations by emailing Business.Services@sfgov.org, or other email address as may be mutually agreed upon by Professional Service Provider's single point of contact and OEWD, and submitting Attachment A-1.

- d. OEWD Requirements. OEWD's Referrals to such Professional Service Provider shall be economically disadvantaged workers identified by OEWD that either: (a) graduated from OEWD's Entry Level Professional Services Training Program; or (b) have the appropriate training, employment background and skill set for any new and available Entry Level Position specified by the Professional Service Provider.

5. COMPLIANCE AND ENFORCEMENT

- a. Compliance with the operational goals of Chapter 83 shall be determined on an individual Contract basis and compliance with the voluntary professional service goals within this FSHA Agreement shall be determined on an individual Professional Service Contract basis.
- b. Lessee's, Service Provider's or Professional Service Provider's failure to meet the criteria set forth in Section 3 or 4 above, as applicable, does not impute "bad faith", but shall trigger a review of the Referral process and compliance with this FSHA Agreement. Failure and noncompliance with this FSHA Agreement may result in penalties as defined in Chapter 83, provided, however, that Lessee, Service Provider or Professional Service Provider shall be provided notice and a reasonable opportunity to cure such noncompliance prior to the assessment of any penalties. Lessee or Service Provider, as applicable, agrees to review SF Chapter 83, and execution of the FSHA Agreement denotes that Lessee or Service Provider agrees to its terms and conditions. OEWD agrees and acknowledges that Professional Service Provider's obligations hereunder are opted into voluntarily and such obligations are not based on the requirements of Chapter 83.
- c. Notwithstanding anything to the contrary herein, nothing in this FSHA Agreement precludes Lessees, Service Providers or Professional Service Providers from immediately advertising and filling an Entry Level Position that performs essential functions of its operation prior to notifying OEWD provided, however, the obligations of this FSHA Agreement to make good faith efforts to

fill such vacancies permanently with Referrals remains in effect. For these purposes, "essential functions" means those functions necessary to remain open for business. If Lessee, Service Provider or Professional Service Provider has an immediate need to fill an Entry Level Position that perform essential functions, Lessee, Service Provider or Professional Service Provider shall provide OEWD notice of such position, and the fact that there is an immediate need to fill such position, on or before the date such position is advertised to the general public.

- d. Nothing in this FSHA Agreement shall be interpreted to prohibit the continuation of existing collective bargaining agreements or existing employment policies, including, but not limited to, advertising job openings to existing employees. In the event of a conflict between this FSHA Agreement and an existing collective bargaining agreement, the terms of the existing agreement shall supersede this FSHA Agreement.

6. FSHA AGREEMENT DURATION

- a. Lessees and Service Providers: This FSHA Agreement shall be in full force and effect up to 10 years from the date of the temporary certificate of occupancy of the Vertical Improvement or the earlier termination of Lessee's Contract with regard to Lessee and 10 years from the date of substantial completion of the Horizontal Improvement or the earlier termination of Service Provider's Contract with regard to Services Provider. Upon termination of this FSHA Agreement, the Project will be subject to Existing City Laws, as defined in the DA, including the applicable requirements of Chapter 83.
- b. Professional Service Providers: This FSHA Agreement shall be in full force and effect up to the completion of a Professional Service Contract or the earlier termination of such Professional Service Contract.

7. NOTICE

All notices to be given under this FSHA Agreement shall be in writing and sent via mail or email as follows:

If to OEWD:

ATTN:

If to Lessee:

ATTN:

If to Service Provider:

ATTN:

If to Professional Service Provider:

ATTN:

If to Port

ATTN:

If to Developer:

ATTN:

If to Vertical Developer:

ATTN:

8. ENTIRE AGREEMENT

This FSHA Agreement and the Transaction Documents contain the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors. If any term or provision of this FSHA Agreement shall be held invalid or unenforceable, the remainder of this FSHA Agreement shall not be affected. If this FSHA Agreement is executed in one or more counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument. This FSHA Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. If there is more than one party comprising Lessee, their obligations shall be joint and several.

Section titles and captions contained in this FSHA Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions. This FSHA Operations Agreement shall be governed and construed by laws of the State of California.

IN WITNESS WHEREOF, the following have executed this FSHA Agreement as of the date set forth above.

Date: _____ Signature: _____
Name of Authorized Signer: _____
Company: _____
Address: _____
Phone: _____
Email: _____

Attachment A-1 Employer Services Form

The First Source Hiring Program is administered by the Office of Economic and Workforce Development (*OEWD*) and provides recruiting services at no cost to the employer. To find out how we can support your hiring needs, please visit our website at www.oewd.org/workforce.

Instructions: Please complete this form and email to Business.Services@sfgov.org

Step 1: Employer Info

Employer Name: _____

Contact Name: _____ Phone: _____

Job Title: _____ Email: _____

Step 2: Check all that apply to your business

- | | | |
|--|---|--|
| <input type="checkbox"/> Auto Repair | <input type="checkbox"/> Entertainment | <input type="checkbox"/> Personal Services |
| <input type="checkbox"/> Business Services | <input type="checkbox"/> Elder Care | <input type="checkbox"/> Professionals |
| <input type="checkbox"/> Consulting | <input type="checkbox"/> Financial Services | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Healthcare | <input type="checkbox"/> Retail |
| <input type="checkbox"/> Government Contract | <input type="checkbox"/> Insurance | <input type="checkbox"/> Security |
| <input type="checkbox"/> Education | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Wholesale |
| <input type="checkbox"/> Food and Drink | <input type="checkbox"/> Operations & Maintenance | <input type="checkbox"/> Janitorial |
| <input type="checkbox"/> Landscape | <input type="checkbox"/> Technology | <input type="checkbox"/> I don't see my industry
<i>(Please Describe)</i> |

Step 3: Tell me about your Entry Level Positions

Job Title	Number of Job Openings	Projected Start Date

Done! Thank you for taking the time to complete the form.

Please email to Business.Services@sfgov.org and a representative will follow up on how we can best support your hiring needs.

Office of Economic and Workforce Development
 1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
 Tel: 415-701-4848 Fax: 415-701-4897
 Email : Business.Services@sfgov.org Website: www.oewd.org/workforce

Attachment B:

Local Hiring Agreement

This Local Hiring Agreement ("Local Hiring Agreement") is made as of _____, by and between _____, the San Francisco Office of Economic and Workforce Development, (the "OEWD"), and the undersigned contractor ("Contractor"):

RECITALS

WHEREAS, Contractor has executed or will execute an agreement (the "Contract") to construct or oversee a portion of the Project to construct [**Horizontal Improvements, including [specify improvements]**] OR [**Vertical Improvements, including [specify improvements]**] ("Construction Work") at _____, Lots in Assessor's Block _____, San Francisco California ("Site"), and a copy of this Local Hiring Agreement is attached as an exhibit to, and incorporated in, the Contract; and

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this Local Hiring Agreement and comply with the local hiring requirements established by the City and County of San Francisco, pursuant to Chapter 82 of the San Francisco Administrative Code ("Chapter 82"), as further modified herein;

WHEREAS, the provisions of the San Francisco Local Hiring Policy for Construction (the "Policy") as set forth in Chapter 82, as modified herein, are hereby incorporated as a material term of the Contract. Where used in this Attachment B, "Policy" shall include the modifications herein.

WHEREAS, Contractor agrees that (i) Contractor shall comply with all applicable requirements of the Policy; (ii) the provisions of this Local Hiring Agreement are reasonable and achievable by Contractor and its Subcontractors; and (iii) they have had a full and fair opportunity to review and understand the terms of the Policy.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.1 SUMMARY

- A. This Local Hiring Agreement incorporates applicable requirements consistent with the Policy as set forth in Chapter 82. The provisions of the Policy are hereby incorporated as a material term of the DDA. Contractor agrees that (i) Contractor shall comply with all applicable requirements of the Policy; (ii) the provisions of the Policy are reasonable and achievable by Contractor and its Subcontractors; and (iii) they have had a full and fair opportunity to review and understand the terms of the Policy.
- B. OEWD is responsible for administering the Policy and will be administering the applicable requirements for the Contract. For more information on the Policy and

its implementation, please visit the OEWD website at:
www.workforcedevelopmentsf.org.

- C. Capitalized terms not defined herein shall have the meanings ascribed to them in the DDA.

1.2 DEFINITIONS

- A. “Apprentice” means any worker who is indentured in a construction apprenticeship program that maintains current registration with the State of California's Division of Apprenticeship Standards.
- B. “Area Median Income (AMI)” means unadjusted median income levels derived from the Department of Housing and Urban Development (“HUD”) on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost area.
- C. “Construction Work” means: (i) in the case of Horizontal Improvements, the construction of all Horizontal Improvements required or permitted to be made to the Project Site during a Phase and to be carried out by Developer under the DDA; or (ii) in the case of Vertical Improvements, the construction of a Vertical Improvement to be carried out by a Vertical Developer on a Development Parcel pursuant to an applicable Vertical DDA and Parcel Lease and all tenant improvements therein, except for the construction of any tenant improvements within a leased premises comprised of less than 15,000 square feet in floor area.
- D. “Construction Work Hours” means the total onsite work hours worked on a construction contract for a Construction Work by all apprentices and journey-level workers, whether those workers are employed by the Contractor or any Subcontractor.
- E. “Contractor” means a prime contractor, general contractor, or construction manager contracted by Developer or a Vertical Developer who performs Construction Work on the Project.
- F. “DDA” means that certain Disposition and Development Agreement between Developer and the City and County of San Francisco, acting by and through the San Francisco Port Commission.
- G. “Disadvantaged Worker” means a local resident, who (i) resides in a census tract within the City with a rate of unemployment in excess of 150% of the City unemployment rate; or (ii) at the time of commencing work on a covered project has a household income of less than 80% of the AMI, or (iii) faces or has overcome at least one of the following barriers to employment: being homeless; being a custodial single parent; receiving public assistance; lacking a GED or high school diploma; participating in a vocational English as a second language program; or having a criminal record or other involvement with the criminal justice system.

- H. “Developer” has the meaning set forth in the DDA, including any successor during the term of this Local Hiring Agreement.
- I. “Development Parcel” has the meaning set forth in the DDA.
- J. “Excess Credit Hours” shall mean the number of Construction Work Hours performed within a trade by Local Residents or Apprentices, as applicable, on a Construction Work that exceed the obligations set forth in Section 1.3.
- K. “Horizontal Improvement” has the meaning set forth in the DDA.
- L. “Job Notification” means the written notice of any Hiring Opportunities from Contractor to CityBuild. Contractor shall provide Job Notifications to CityBuild with a minimum of 3 business days’ notice.
- M. “Local Resident” means an individual who is domiciled, as defined by Section 349(b) of the California Election Code, within the City at least seven (7) days prior to commencing work on a portion of the Project.
- N. “Non-Covered Construction Work” means any construction work not covered by the San Francisco Local Hiring Policy and the construction of any tenant improvements within a leased premises comprised of less than 15,000 square feet in floor area.
- O. “Parcel Lease” has the meaning set forth in the DDA.
- P. “Phase” has the meaning set forth in the DDA.
- Q. “Project Site” has the meaning set forth in the DDA.
- R. “Specialized Trades” means a list of trades designated as “Specialized Trades” published by OEWD for which the local hiring requirements of the Policy will not apply.
- S. “Targeted Worker” means any Local Resident or Disadvantaged Worker.
- T. “Vertical DDA” has the meaning set forth in the DDA.
- U. “Vertical Developer” has the meaning set forth in the DDA.
- V. “Vertical Improvement” has the meaning set forth in the DDA.

1.3 LOCAL HIRING PARTICIPATION

- A. The Contractor will work with OEWD’s CityBuild Program to achieve the following employment participation levels for all Construction Work:
 - 1. Total Construction Work Hours By Trade. For all contracts for Construction Work, the mandatory participation level in terms of

Construction Work Hours within each trade to be performed by Local Residents is 30%, with a goal, which is not mandatory under this agreement, of no less than 15% of Construction Work Hours within each trade to be performed by Disadvantaged Workers.

2. Apprentices. For all Construction Work, at least 30% of the Construction Work Hours performed by apprentices within each trade is required to be performed by local residents. OEWD has a goal of 50%, which is not mandatory under this agreement, and OEWD will work with contractors to look for feasible opportunities by trade to achieve the 50% goal. Where the candidate pool at a given time includes both apprentices referred by CityBuild and other apprentices, Contractors, shall undertake reasonable efforts to interview the apprentices referred by CityBuild first. This Local Hiring Agreement also establishes a goal, which is not mandatory under this agreement, of no less than 15% of Construction Work Hours performed by apprentices within each trade to be performed by Disadvantaged Workers.
3. Out-of-State Workers. For all Construction Works, Construction Work Hours performed by residents of states other than California will not be considered in calculation of the number of Construction Work Hours to which the local hiring requirements apply. Contractors and Subcontractors shall report to OEWD the number of Construction Work Hours performed by residents of states other than California.

B. Pre-construction or other Local Hire Meeting. Prior to commencement of construction on Construction Works, Contractor and its Subcontractors whom have been engaged by contract and, identified in the forms required under Section 1.6 below as contributing toward the mandatory local hiring requirement, shall attend a preconstruction or other Local Hire meeting convened by OEWD staff. Representatives from Contractor and the Subcontractor(s) who attend such pre-construction or other Local Hire meeting will have hiring authority. OEWD shall approve applicable Construction Work-specific Specialized Trade exemptions, in addition to the list of trades designated by OEWD as Specialized Trades in accordance with the Section 82.5 of the Policy, during such meeting. Contractor and its Subcontractors who are engaged after the commencement of construction shall attend a future preconstruction meeting or meetings as mutually agreed by Contractor and OEWD staff.

C. The Policy does not limit Contractor's or its Subcontractors' ability to assess qualifications of prospective workers, and to make final hiring and retention decisions. In no event shall hiring preferences required hereunder prevent Contractor's or its Subcontractors' ability to comply with applicable labor agreements or union dispatch procedures. No provision of the Policy shall be interpreted so as to require a Contractor or Subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.

- D. Tenant Improvements. All future tenant improvements performed within a Construction Work subsequent to any initial tenant improvements within such Construction Work (“Subsequent Tenant Improvements”) shall not be subject to the mandatory participation levels set forth in Subsection A above. With respect to Subsequent Tenant Improvements, Contractor or Subcontractor, as applicable, are required only to make good faith efforts to hire Local Residents and Disadvantaged Workers to perform construction work for Subsequent Tenant Improvements. Good faith efforts shall include Contractor’s or Subcontractor’s, as applicable, attendance at a pre-construction or other Local Hire meeting, requesting to connect with potential workers through Citybuild, considering Targeted Workers provided by CityBuild and submitting Local Hiring Forms 1 and 2.

1.4 COMPLIANCE WITH PARTICIPATION OBLIGATIONS CITYBUILD
WORKFORCE DEVELOPMENT PROGRAM: EMPLOYMENT NETWORKING
SERVICES

- A. OEWD administers the CityBuild Program. CityBuild shall be the primary resource for Contractor and Subcontractors to use to meet Contractor’s local hiring requirements under the Policy. CityBuild has two main goals:
1. Assist with local hiring requirements under the Policy by connecting Contractor and Subcontractors with qualified journey-level, apprentice, and pre-apprentice local residents.
 2. Promote training and employment opportunities for disadvantaged workers of all ethnic backgrounds and genders in the construction work force.
- B. Where Contractor's or its Subcontractors' preferred or preexisting hiring or staffing procedures or labor agreements for a Construction Work do not enable Contractor to satisfy the local hiring requirements of the Policy, the Contractor or Subcontractor shall use other procedures to identify and retain Targeted Workers, including the following:
1. Requesting to connect with workers through CityBuild, with qualifications described in the request limited to skills directly related to performance of job duties.
 2. Considering Targeted Workers networked through CityBuild within three business days of the request and who meet the qualifications described in the request. Such consideration may include in-person interviews. All workers networked through CityBuild will qualify as Disadvantaged Workers under the Policy. Neither Contractor nor its Subcontractors are required to make an independent determination of whether any worker is "disadvantaged" as defined in the Policy.
- C. **Basis of Compliance:**

1. With regard to Horizontal Improvements, OEWD shall determine compliance with this Agreement for each trade on a Phase by Phase basis. OEWD shall measure compliance by dividing the number of Construction Work Hours performed by Local Residents or Apprentices, as applicable, within a trade by the total number of Construction Work Hours performed within the same trade on the Horizontal Improvements within a Phase. In lieu of a Phase by Phase basis, Developer may determine that it can best achieve compliance with this Local Hire Agreement on a Project-wide basis, and may elect to comply on a Project-wide basis by delivering notice to OEWD and the Port of such election during the submission of the penultimate Phase Submittal. After such election, compliance shall be established upon the completion of the Project. In each case, once compliance is established, any Excess Credit Hours shall be confirmed by OEWD and shall be available for Developer, provided developer remains a Giants Affiliate, as defined in the DDA, to use to offset shortfalls in the same trade elsewhere on the Project Site, provided, however that Excess Credits may only be transferred to Horizontal Improvements that complied with the procedures set forth in Sections 1.3B, 1.4B and 1.6 and at completion are still short of attaining the participation levels set forth in Section 1.3A.

2. With regard to Vertical Improvements, OEWD shall determine compliance with this Agreement for each trade on an individual Vertical Improvement basis. OEWD shall measure compliance by dividing the number of Construction Work Hours performed by Local Residents or Apprentices, as applicable, within a trade by the total number of Construction Work Hours performed within the same on the Vertical Improvement. In lieu of an individual Vertical Improvement basis, Developer may determine that it can best achieve compliance with this Local Hire Agreement on a Phase by Phase basis, and may elect to comply on a Phase by Phase basis by delivering notice to OEWD and the Port of such election during the submission of a Phase Submittal. After such election, compliance shall be established upon the completion of the Phase, as applicable. In each case, once compliance is established, any Excess Credit Hours shall be confirmed by OEWD and shall be available to the Vertical Developer of the Vertical Improvement that generated such Excess Credit Hours, to transfer to another Vertical Developer, provided that such Vertical Developer is a Giants Affiliate, as defined in the DDA, to offset shortfalls in the same trade on a Vertical Improvements elsewhere on the Project Site, provided, however that Excess Credits may only be transferred to Vertical Improvements that complied with the procedures set forth in Sections 1.3B, 1.4B and 1.6 and at completion are still short of attaining the participation levels set forth in Section 1.3A.

1.5 WAIVER FROM LOCAL HIRING REQUIREMENTS

A. Contractor or the Subcontractor may request waivers as follows: (1) Requests for waivers based on Specialized Trades or other non-availability of workers (subsection 1); and (2) other requests for waivers, which may be considered as conditional waivers by OEWD in its discretion, or based on credit for Non-Covered Construction Work or other construction work specified in subsection 3, and/or participation in the programs described in subsections 4 and 5 below or alternative programs identified by OEWD (subsection 2).

1. Specialized Trades and Other Non-Availability Waivers. Specialized Trades are exempt from local hiring requirements and established in accordance with Section 1.3(B). OEWD shall grant waivers based on a Specialized Trades exemption, provided that (a) the Specialized Trade appears on OEWD's approved list or has been approved as a Construction Work-specific Specialized Trade exemption, and (b) notwithstanding the exemption, Contractor and its Subcontractors have reported to OEWD for its records any Construction Work Hours utilized in each designated Specialized Trade and in each OEWD-approved Construction Work-specific Specialized Trade. As of the date of this Agreement, Specialized Trades include any marine diving, underwater, or marine-related pile-driving work, helicopter pilot, crane operators and oilers, boat, barge, dredge, and/or floating equipment operators, deck engineers, oilers, tunnel/underground work performed by operating engineers and laborers, lineman/cable splicer, stainless steel welders, ironworker connectors and millwrights.

In addition to Specialized Trades, Contractor or Subcontractor may from time to time seek a waiver based on non-availability of workers in one or more other trades ("Non-availability Waiver"). OEWD may apply any Excess Credit Hours (on a 1:1 basis of Excess Credit Hours to shortfall hours) to address any shortfalls identified with respect to a completed Construction Work that would otherwise be entitled to request a Non-availability Waiver under this subsection. At OEWD's discretion, Excess Credit Hours may be allocated anywhere within the Project Site, and to either the same or a different trade. Once Excess Credit Hours are allocated by OEWD such Excess Credit Hours shall no longer be available to Developer elsewhere on the Project Site. OEWD shall grant a Non-Availability Waiver pursuant to this subsection regardless of whether Excess Credit Hours are available to address any shortfall in a trade's Construction Work Hours with respect to a Construction Work, provided that Contractor or Subcontractor has submitted evidence of compliance with the procedures set forth in Sections 1.3B, 1.4B and 1.6.

2. Other Non-Compliance and Corrective Action Plan. In the event Contractor or Subcontractor fails to meet the requirements of Section 1.3 on a basis other than as set forth in subsection 1, OEWD may, in its discretion, negotiate a Corrective Action Plan with the Contractor or Subcontractor. The Corrective Action Plan may include a conditional

waiver that allows the Contractor or Subcontractor to avoid financial penalties. In determining whether to approve the waiver, OEWD may establish alternative means to achieve the participation levels set forth in Section 1.3, including, but not limited to, credit accumulated pursuant to subsection 3 or participation in the programs specified in subsections 4 and 5.

3. Credit for Hiring on Non-Covered Construction Work. Contractor and its Subcontractors may accumulate credit hours for hiring Targeted Workers on Non-Covered Construction Work or on other construction work for which for which the Contractor has exceeded project goals in the nine-county San Francisco Bay Area and apply those credit hours to contracts for Construction Work to meet the mandatory local hiring requirement. For hours performed by Targeted Workers on Non-Covered Construction Work, the hours shall be credited toward the local hiring requirement for the Contract provided that:
 - a. the Targeted Workers are paid the prevailing wages or union scale for work on the Non-Covered Construction Work; and
 - b. such credit hours shall be committed to by the Contractor on future projects to satisfy any short fall the Contractor may have on a Construction Work. Such commitment shall be in writing by the Contractor, shall extend for a period of time negotiated between the contractor and OEWD, and shall commit to satisfying any assessed penalties should Contractor fail to achieve the required credit hours.
4. Sponsoring Apprentices. Contractor or a Subcontractor may agree to sponsor new apprentices in trades in which noncompliance is likely and retain those apprentices for the period of Contractor's or a Subcontractor's work on the Construction Work, provided that OEWD verifies with the California Department of Industrial Relations that the new apprentices are registered and active apprentices. Contractor will be required to write a sponsorship letter on behalf of the identified candidate to the appropriate Local Union and will make the necessary arrangements with the Union to hire the candidate as soon as s/he is indentured.
5. Direct Entry Agreements. OEWD is authorized to negotiate and enter into direct entry agreements with apprenticeship programs that are registered with the California Department of Industrial Relations' Division of Apprenticeship Standards. Contractor may avoid assessment of penalties for non-compliance with the Policy by Contractor or Subcontractor hiring and retaining apprentices who are enrolled through such direct entry agreements. Contractor may also utilize OEWD-approved organizations with direct entry agreements with Local Unions, such as Helmets to

Hardhats, to hire and retain Targeted Workers. Such exception from assessments of penalties is subject to review and approval by OEWD.

1.6 LOCAL HIRING FORMS

- A. The Contractor shall provide CityBuild with information about the Contractor's employment needs under the Contract for each Construction Work by utilizing the City's online Project Reporting System ("PRS"). Contractor shall submit the following forms, as applicable, to OEWD:
1. Form 1: Local Hiring Workforce Projection. This Form 1 shall be initially submitted prior to the start of construction and updated quarterly by the Contractor until all subcontracting is completed.
 2. Form 2: Local Hiring Plan. For Construction Works estimated to cost more than \$1,000,000, Contractor shall prepare and submit to Contracting City Agency and OEWD for approval a Local Hiring Plan for the Construction Work using OEWD Form 2. Form 2 shall be initially submitted prior to the start of construction and updated quarterly by the Contractor until all subcontracting is completed. Upon commencement of work, Contractor and its Subcontractors may submit Job Notifications to CityBuild to connect with local trades workers.
 3. Form 3: Intentionally Omitted.
 4. Form 4: Waivers. To be completed by Contractor in the event that Contractor or a Subcontractor believes the local hiring requirements cannot be met. Refer to Articles 1.4 and 1.5 for more information regarding such waivers.

1.7 ENFORCEMENT, RECORD KEEPING, NONCOMPLIANCE AND PENALTIES

- A. Subcontractor Compliance. Each Contractor and Subcontractor shall ensure that all Subcontractors agree to comply with applicable requirements of this Local Hiring Agreement. All Subcontractors performing construction work on the Construction Work shall be responsible for complying with the recordkeeping and reporting requirements set forth in this Local Hiring Agreement.
- B. Recordkeeping. Contractor and each Subcontractor shall keep, or cause to be kept, for a period of four years from the date of Substantial Completion of the Construction Work, certified payroll and basic records, including time cards, tax forms, and superintendent and foreman daily logs, for all workers within each trade performing work on the Construction Work.
1. Such records shall include the name, address and social security number of each worker who worked on the Construction Work, his or her

classification, a general description of the work each worker performed each day, the apprentice or journey-level status of each worker, daily and weekly number of hours worked, the self-identified race, gender, and ethnicity of each worker, whether or not the worker was a local resident, and the referral source or method through which the contractor or subcontractor hired or retained that worker for work on the Construction Work (e.g., core workforce, name call, union hiring hall, CityBuild referral source, or recruitment or hiring method).

2. Contractor and Subcontractors may verify that a worker is a Local Resident by following OEWD's domicile policy.
3. All records described in this subsection shall at all times be open to inspection and examination by the duly authorized officers and agents of the City, including representatives of the OEWD.

C. Reporting. Contractor shall submit certified payrolls to the City electronically using the Project Reporting System. OEWD will monitor compliance with the Policy electronically.

D. Monitoring. From time to time and in its sole discretion, OEWD may monitor and investigate compliance of Contractor and Subcontractors working on a Construction Work with requirements of this Local Hiring Agreement and the Policy. Contractor shall allow representatives of OEWD, in the performance of its duties, to engage in random inspections of a Construction Work. Contractor and all Subcontractors shall also allow representatives of OEWD to have access to employees of Contractor and Subcontractors and the records required to be maintained under this Local Hiring Agreement.

E. Noncompliance and Penalties. Failure of Contractor and/or its Subcontractors to comply with the requirements of this Local Hiring Agreement and the obligations set forth in the Local Hiring Plan may subject Contractor to the consequences of noncompliance, including but not limited to the assessment of penalties if a waiver is not granted. The assessment of penalties for noncompliance shall not preclude the City from exercising any other rights or remedies to which it is entitled.

- a. **Penalties Amount.** Any Contractor or Subcontractor who fails to satisfy Local Hiring Requirements of this agreement applicable to Construction Work Hours performed by Local Residents and who does not receive a waiver shall forfeit to the City, and, in the case of any Subcontractor so failing, the Contractor and Subcontractor shall jointly and severally forfeit to the City, an amount equal to the journeyman or Apprentice prevailing wage rate, as applicable, with such wage as established by the Board of Supervisors or the California Department of Industrial Relations under subsection 6.22(e)(3) of the Administrative Code, for the primary trade

used by the Contractor or Subcontractor on the Construction Work for each hour by which the Contractor or Subcontractor fell short of the Local Hiring Requirement. The assessment of penalties under this subsection shall not preclude the City from exercising any other rights or remedies to which it is entitled under this agreement.

- b. **Assessment of Penalties.** OEWD shall determine whether a Contractor and/or any Subcontractor has failed to comply with the Local Hire Requirement. If after conducting an investigation, OEWD determines that a violation has occurred, OEWD shall provide Contractor or Subcontractor, as applicable, notice of such failure and provide such entity a reasonable opportunity to cure its failure. If such entity does not cure such failure, OEWD shall issue and serve an assessment of penalties to the Contractor and/or any Subcontractor that sets forth the basis of the assessment and orders payment of penalties in the amounts equal to the journeyman or apprentice prevailing wage rates, as applicable, for the primary trade used by the Contractor or Subcontractor on the Construction Work for each hour by which the Contractor or Subcontractor fell short of the Local Hiring Requirement. Assessment of penalties under this subsection shall be made only upon an investigation by OEWD and upon written notice to the Contractor or Subcontractor identifying the grounds for the penalty and providing the Contractor or Subcontractor with the opportunity to respond pursuant to the recourse procedures prescribed in this agreement.
- c. **Recourse Procedure.** If the Contractor or Subcontractor disagrees with the assessment of penalties, then the following procedure applies:
 - i. The Contractor or Subcontractor may request a hearing in writing within 15 days of the date of the final notification of assessment. The request shall be directed to the City Controller. Failure by the Contractor or Subcontractor to submit a timely, written request for a hearing shall constitute concession to the assessment and the forfeiture shall be deemed final upon expiration of the 15-day period. The Contractor or Subcontractor must exhaust this administrative remedy prior to commencing further legal action.
 - ii. Within 15 days of receiving a proper request, the Controller shall appoint a hearing officer with knowledge and not less than five years' experience in labor law, and shall so advise the enforcing official and the Contractor or Subcontractor, and/or their respective counsel or authorized representative.
 - iii. The hearing officer shall promptly set a date for a hearing. The hearing must commence within 45 days of the notification of the appointment of the hearing officer and conclude within 75 days of such notification unless all parties agree to an extended period.

- iv. Within 30 days of the conclusion of the hearing, the hearing officer shall issue a written decision affirming, modifying, or dismissing the assessment. The decision of the hearing officer shall consist of findings and a determination. The hearing officer's findings and determination shall be final.
- v. The Contractor or Subcontractor may appeal a final determination under this by filing in the San Francisco Superior Court a petition for a writ of mandate under California Code of Civil Procedure Section 1084 *et seq.*, as applicable and as may be amended from time to time.

1.8 COLLECTIVE BARGAINING AGREEMENT

Nothing in this Local Hiring Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreements or existing employment contracts ("Collective Bargaining Agreements"). In the event of a conflict between this Local Hiring Agreement and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Local Hiring Agreement.

1.9 DURATION OF THIS AGREEMENT

This Local Hiring Agreement shall be in full force and effect throughout the term of the Contract. Upon expiration of the Contract, or its earlier termination, this Local Hiring Agreement shall terminate and it shall be of no further force and effect on the parties hereto.

1.10 NOTICE

All notices to be given under this Local Hiring Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to OEWD: OEWD
1 South Van Ness 5th Fl. San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org

If to CityBuild: CityBuild Compliance Manager
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org

If to Port:

Attn:

If to Developer:

Attn:

If to Vertical Developer:

Attn:

If to Contractor:

Attn:

If to Subcontractor:

Attn:

Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

Notwithstanding the forgoing, any Job Notification or any other reports required of Contractor under this Agreement (collectively, "Contractor Reports") shall be delivered to the address of OEWD pursuant to this Section via first class mail, postage paid, and such Contractor Reports shall be deemed delivered two (2) business days after deposit in the mail in accordance with this Subsection.

1.11 ENTIRE AGREEMENT

This Local Hiring Agreement and the Transaction Documents contain the entire agreement between the parties to this Local Hiring Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. This Local Hiring Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. If there is more than one party comprising Contractor, their obligations shall be joint and several.

1.12 SEVERABILITY

If any term or provision of this Local Hiring Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Local Hiring Agreement shall not be affected.

1.13 COUNTERPARTS

This Local Hiring Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

1.14 HEADINGS

Section titles and captions contained in this Local Hiring Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Local Hiring Agreement or the intent of any of its provisions

1.15 GOVERNING LAW

This Local Hiring Agreement shall be governed and construed by the laws of the State of California, and interpreted consistent with the requirements of Chapter 82.

IN WITNESS WHEREOF, the following have executed this Local Hiring Agreement as of the date set forth above.

CONTRACTOR:

Date: _____

Signature: _____

Name of Authorized Signer: _____

Company: _____

Address: _____

Phone: _____

Email: _____



CITY AND COUNTY OF SAN FRANCISCO
 OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
 CITYBUILD PROGRAM



LOCAL HIRING PROGRAM
 OEWD FORM 1
 CONSTRUCTION CONTRACTS

FORM 1: LOCAL HIRING WORKFORCE PROJECTION

Contractor: _____ **Project Name:** _____

The Contractor must complete and submit this *Local Hiring Workforce Projection* (Form 1) prior to the start of construction and quarterly until all subcontracting is complete. The Contractor must include information regarding all of its Subcontractors who will perform construction work on the project regardless of Tier and Value Amount.

Will you be able to meet the mandatory Local Hiring Requirements?

- YES (Please provide information for all contractors performing construction work in Table 1 below.)
- NO (Please complete Table 1 below and Form 4: Conditional Waivers.)

INSTRUCTIONS FOR COMPLETING TABLE 1:

1. Please organize the contractors' information based on their Trade Craft work.
2. For contractors performing work in various Trade Craft, please list contractor name in each Trade Craft (i.e. if Contractor X will perform two trades, list Contractor X under two Trade categories.)
3. If you anticipate utilizing apprentices on this project, please note the requirement that 30% of apprentice hours must be performed by San Francisco residents.
4. Additional blank form is available at our Website: www.workforcedevelopsf.org. For assistance or questions in completing this form, contact (415) 701-4894 or Email @ Local.hire.ordinance@sfgov.org.

TABLE 1: WORKFORCE PROJECTION

Trade Craft	Contractor <i>List contractors by Trade Craft</i>		Est. Total Work Hours	Est. Total Local Work Hours	Est. Total Local Work Hours %
<i>Example: Laborer</i>	<i>Contractor X</i>	<i>Journey</i>	800	250	31%
		<i>Apprentice</i>	200	100	50%
<i>Example: Laborer</i>	<i>Contractor Y</i>	<i>Journey</i>	500	100	20%
		<i>Apprentice</i>	0	0	0
<i>Example:</i>	TOTAL LABORER	<i>Journey</i>	1300	350	27%
		<i>Apprentice</i>	200	100	50%
<i>Example:</i>	TOTAL		1500	450	30%
		Journey			
		Apprentice			
		Journey			
		Apprentice			
		Journey			
		Apprentice			

DISCLAIMER: If the Total Work Hours for a Trade Craft are less than 5% of the Total Construction Work Hours, the Trade Craft is exempt from the Mandatory Requirement. Subsequently, if the Trade Craft exceeds 5% of the Total Construction Work Hours at any time during the project, the Trade Craft is subject to the Mandatory Requirement.

 Name of Authorized Representative Signature Date Phone Email



CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM



LOCAL HIRING PROGRAM
OEWD FORM 2
CONSTRUCTION CONTRACTS

FORM 2: LOCAL HIRING PLAN

Contractor: _____ Project Name: _____

If the Estimate for this Project exceeds \$1 million, then Contractor must submit a Local Hiring Plan using this Form 2 through the City's Project Reporting System. Form 2 shall be initially submitted prior to the start of construction and include all known subcontractors. Contractor shall update this Form 2 quarterly as subcontractors are identified and shall continue with updates until all subcontracting is complete. The OEWD-approved Local Hiring Plan will be a Contract Document and will be the basis for determining Contractor's and its Subcontractors' compliance with the local hiring requirements. Any OEWD-approved Conditional Waivers (Form 4) will be incorporated into the OEWD-approved Local Hiring Plan.

COMPLETE AND SUBMIT A SEPARATE FORM 2 FOR EACH TRADE THAT WILL BE UTILIZED ON THIS PROJECT.

INSTRUCTIONS:

1. Please complete tables below for Contractor and all Subcontractors that will be contributing Construction Work Hours to meet the Local Hiring Requirement.
2. Please note that a Form 2 will need to be developed and approved separately for each trade craft that will be utilized on this project.
3. If you anticipate utilizing apprentices on this project, please note the requirement that 30% of apprentice hours must be performed by San Francisco residents.
4. The Contractor and each Subcontractor identified in the Local Hiring Plan must sign this form before it will be considered for approval by OEWD.
5. If applicable, please attach all OEWD-approved Form 4 Conditional Waivers.
6. Additional blank form is available at our Website: www.workforcedevelopsf.org. For assistance or questions in completing this form, contact (415) 701-4894 or Email @ Local.hire.ordinance@sfgov.org.

List Trade Craft. Add numerical values from Form 1: Local Hiring Workforce Projection and input in the table below.

Trade Craft	Total Work Hours	Total Local Work Hours	Local Work Hours%	Total Apprentice Work Hours	Total Local Apprentice Work Hours	Local Apprentice Work Hours %
<i>Example: Laborer</i>	1500	450	30%	200	100	50%

List all contractors contributing to the Construction Work Hours to meet the Local Hiring Requirements for the above Trade Craft

Contractor and Authorized Representative	Local Journey Hours	Local Apprentice Hours	Total Local Work Hours	Start Date	Number of Working Days	*Contractor Signature
Contractor X Joe Smith	250	100	350	3/25/13	60	Joe Smith
Contractor Y Michael Lee	100	0	100	5/25/13	30	Michael Lee

**We the undersigned, have reviewed Form 2 and agree to deliver the hours set forth in this document.*

City Use Only	
OEWD Approval	<input type="checkbox"/> Yes <input type="checkbox"/> No
Signature and Date:	

OEWD APPROVAL:	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	OEWD Signature:
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Exhibit E2

Local Business Enterprise (LBE) Utilization Program.

The development plan for Mission Rock under the Transaction Documents provides for the development of a new mixed-use neighborhood composed of commercial/office, retail, garage, market rate and affordable residential uses and major new and expanded parks. This Workforce Development Plan sets forth the activities Developer and Vertical Developer shall undertake, and require their Contractors, Consultants, Subcontractors, Subconsultants, and Commercial Tenants, as applicable, to undertake, to support local business enterprises in both the construction and operations phases of the Project, as set forth in this Exhibit E2.¹

The Port and Developer shall enter into the DDA which will provide for the development of the Project in a series of Phases. In connection with the DDA, the Port and the Developer will enter into a Master Lease providing Developer the right to construct Horizontal Improvements within the Project. Developer will enter into contracts with Contractors and Consultants to construct all Horizontal Improvements allowed under the Master Lease.

Developer will submit Phase Submittals to the Port pursuant to the Transaction Documents. Following each Phase Approval, the Port will authorize the Chief Harbor Engineer to issue Port permits necessary for Developer to begin to construct Horizontal Improvements in accordance with the DDA and the Master Lease. Upon exercise of an Option in accordance with the DDA, the Port will convey each Development Parcel through Parcel Leases to a Vertical Developer. A Vertical Developer will enter into contracts with Contractors and Consultants to construct the Vertical Improvements, including residential and commercial improvements, in accordance with the Parcel Lease and Vertical DDA. Upon completion of the Vertical Improvements, the applicable Parcel Lease, between the Port and the Vertical Developer, shall govern the operation and use of the Vertical Improvements.

The foregoing summary is provided for convenience and for informational purposes only. In case of any conflict, the provisions of the DDA and each Vertical DDA shall control.

¹ Any capitalized term used in this Exhibit E2, including its Attachments, that is not defined herein, or in such Attachments, or in the referenced Administrative Code Sections, shall have the meaning given to such term in the DDA.

LBE Utilization Plan.

Developer, with respect to Horizontal Improvements, shall, and the Vertical Developer, with respect to each Vertical Improvement, shall comply and require their respective Contractors and Consultants to comply with the Local Business Enterprise Utilization Plan (the "LBE Utilization Plan") set forth in Attachment E2 hereto. The Port shall cause (i) Developer, pursuant to the DDA and Master Lease, to comply with the Plan by including such requirements as a material term in the DDA and Master Lease applicable to all phases of Horizontal Improvements and (ii) each Vertical Developer to comply with the Plan by including such requirements as a material term in the VDDA and Parcel Lease applicable to each Vertical Improvement. The Port and Developer will seek to, whenever practicable, engage contracting teams to reflect the diversity of the City and include participation of both businesses and residents from the City's most disadvantaged communities including, but not limited to the Bayview/Hunters Point, Chinatown, Mission, South of Market, Tenderloin, Visitacion Valley and Western Addition neighborhoods.

Compliance with the construction requirements of the LBE Utilization Plan for Horizontal Improvements shall be determined on a Phase by Phase basis. Compliance will be measured by dividing the cost of all Contracts for a Phase of Horizontal Improvement awarded to LBE Prime Contractors, Subcontractors, Prime Consultants or Subconsultants divided by the total cost of all Contracts awarded to Prime Contractors, Subcontractors, Prime Consultants or Subconsultants for such Phase of Horizontal Improvement. If Developer exceeds the goals set forth in the LBE Utilization Plan with respect to an individual Horizontal Improvement, Developer may, at its option, allocate such excess, subject to terms outlined below, towards the compliance of another Horizontal Improvement within the Project Site, subject to the requirements of Attachment E2. Notwithstanding anything to the contrary, Developer may, at its election, require that compliance be determined on a Project-wide basis by giving notice to CMD and the Port of such election during the submission of the penultimate Phase Submittal.

Compliance with the construction requirements of the LBE Utilization Plan for Vertical Improvements shall be determined on an individual Vertical Improvement basis. Compliance will be measured by dividing the cost of all Contracts for a Vertical Improvement awarded to LBE Prime Contractors, Subcontractors, Prime Consultants or Subconsultants divided by the total cost of all Contracts awarded to Prime Contractors, Subcontractors, Prime Consultants or Subconsultants for such Vertical Improvement. If a Vertical Improvement exceeds goals set forth in the LBE Utilization Plan, the Vertical Developer of such Construction Work may, at its option, allocate such excess towards the compliance of another Vertical Improvement within the Project Site or transfer such excess to another Vertical Developer within the Project Site, subject to the requirements of Attachment E2. Notwithstanding anything to the contrary, Developer may, at its election, require that compliance be determined on a Phase-wide basis by giving notice to CMD and the Port of such election, pursuant to Attachment E2, during the submission of a Phase Submittal.

The Developer, Vertical Developer(s) and CMD seek to reduce barriers to LBE participation, cost, and time. As such, the Developer and Vertical Developer(s) shall work in

good faith with CMD to design and implement for each Horizontal and Vertical Improvement insurance programs which provides to LBE participating subcontractors access to the required coverage through either the owner, Owner-Controlled Insurance Policy (OCIP), general contractor, Contractor-Controlled Insurance Policy (CCIP), or such other insurance program as may become reasonably commercially available.

CMD shall notify Contractors, Consultants, Subcontractors and Subconsultants, as applicable, in writing, with a copy to the Port and Developer or Vertical Developer, as applicable, of any alleged breach on the part of that entity of its obligations under San Francisco Administrative Code Chapter 14B ("Chapter 14B") or its LBE Utilization Plan, as applicable, and provide such entity an opportunity to cure its failure before seeking an assessment of liquidated damages. CMD's sole remedies against a Contractor, Consultant, Subcontractor and Subconsultant shall be as set forth in the applicable LBE Utilization Plan, including the enforcement process. Upon CMD's request, Port, Developer or Vertical Developer, as applicable, shall reasonably cooperate with CMD in any such enforcement action against any Contractors, Consultants, Subcontractors and Subconsultants, provided that in no event shall Port, Developer or Vertical Developer, as applicable, be liable for any breach by a Contractor, Consultant, Subcontractor or Subconsultant.

If the Port, Developer or Vertical Developer, as applicable, fulfills its obligations as set forth in this Exhibit B2, it shall not be held responsible for the failure of a Contractor, Consultant, Subcontractor and Subconsultant or any other person or party to comply with the requirements of San Francisco Administrative Code Chapter 14B ("Chapter 14B") or this Exhibit B2. If Developer or Vertical Developer, as applicable, fails to fulfill its obligations under this Section B, the applicable provisions of Chapter 82 shall apply, though the Port and Developer, as applicable, shall have the right to invoke the process set forth in Article 10 of the DDA.

This Exhibit E2 complies with the requirements of Chapter 14B, including Sections 14B.20.

Attachment E2

Local Business Enterprise Utilization Plan

1. Purpose and Scope. This Local Business Enterprise Utilization Plan (this "LBE Utilization Plan") governs the Local Business Enterprise obligations of the Workforce Improvement or the Construction Work pursuant to San Francisco Administrative Code Section 14B.20 and satisfies the obligations of Developer, Vertical Developer and their Contractors and Consultants for a LBE Utilization Plan as set forth herein. In the event of any conflict between San Francisco Administrative Code Chapter 14B ("Chapter 14B") and this attachment, this LBE Utilization Plan shall govern.

2. Roles of Parties. In connection with the design and construction phases of each Construction Work (as defined below) and the operations of each Workforce Improvement, the Project will provide community benefits designed to foster employment opportunities for disadvantaged individuals by offering contracting and consulting opportunities to local business enterprises ("LBEs"). Developer and Vertical shall participate in a local business enterprise program, and the City's Contract Monitoring Division ("CMD") will serve the roles as set forth below.

3. Definitions. For purposes of this Attachment, the definitions shall be as follows:
 - a. "CMD" shall mean the Contract Monitoring Division of the City Administrator's Office.

 - b. "Commercially Useful Function" shall mean that the business is directly responsible for providing the materials, equipment, supplies or services to Developer, Vertical Developer, Contractor or professional services firm retained to work on a Construction Work or Workforce Improvement, as the case may be (each, a "Contracting Party") as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a "commercially useful function" unless the brokerage, referral or temporary employment services are those required and sought by Developer or Vertical Developer or a Contractor or professional services firm. When Developer or Vertical Developer or a Contractor or professional services firm requires and seeks products from an LBE supplier or distributor, no more than sixty percent of the cost of the product shall be credited towards LBE participation goals. If the listed supplier or distributor does not regularly stock or is a specially manufactured item(s), the required product, no more than five percent of the cost of the product shall be credited towards LBE participation goals.

 - c. "Consultant" shall mean a person or company that has entered into a professional services contract for monetary consideration with Developer or Vertical Developer to provide advice or services to Developer directly related to the architectural or landscape design, physical planning, and/or civil, structural or

environmental engineering of a Construction Work or Workforce Improvement.

- d. "Construction Work" shall mean: (i) in the case of Horizontal Improvements, construction of all Horizontal Improvements required or permitted to be made to the Project Site during a Phase and to be carried out by Developer under the DDA subject to Chapter 14B; or (ii) in the case of Vertical Improvements, a Vertical Improvement and all tenant improvements therein, except for the construction of any tenant improvements within a leased premises comprised of less than 15,000 square feet in floor area, to be constructed by a Vertical Developer on a Development Parcel pursuant to an applicable Vertical DDA and Parcel Lease.
- e. "Contract(s)" shall mean an agreement, whether a direct contract or subcontract, for Consultant or Contractor services for all or a portion of a Construction Work or Workforce Improvement.
- f. "Contractor" shall mean a person or entity that enters into a direct Contract with Developer or Vertical Developer to build or construct all or a portion of a Construction Work or operate a Workforce Improvement.
- g. "DDA" means the Disposition and Development Agreement between Developer and the City and County of San Francisco, acting by and through the San Francisco Port Commission.
- h. "Developer" has the meaning set forth in the DDA, including any successor during the term of this LBE Utilization Plan.
- i. "Development Parcel" has the meaning set forth in the DDA.
- j. "Excess Credit" shall mean the total cost of all Contracts for a Construction Work awarded to LBE Prime Contractors, Subcontractors, Prime Consultants or Subconsultants that are Small and Micro-LBEs that exceeds the goals set forth in Section 4.
- k. "Horizontal Improvement" has the meaning set forth in the DDA.
- l. "Good Faith Efforts" shall mean procedural steps taken by Developer, Vertical Developer, Contractor or Consultant with respect to the attainment of the LBE participation goals, as set forth in Section 6 below.
- m. "Local Business Enterprise" or "LBE" means a business that is certified as an LBE under Chapter 14B.3.
- n. "LBE Liaison" shall mean Developer's and Vertical Developer's primary point

of contact with CMD regarding the obligations of this LBE Utilization Plan. Each prime Contractor(s) shall likewise have a LBE Liaison.

- o. "Parcel Lease" has the meaning set forth in the DDA.
- p. "Phase" has the meaning set forth in the DDA.
- q. "Port" has the meaning set forth in the DDA.
- r. "Project" has the meaning set forth in the DDA.
- s. "Project Site" has the meaning set forth in the DDA.
- t. "Subconsultant" shall mean a person or entity that has a direct Contract with a Consultant to perform a portion of the work under a Contract for a Construction Work or Workforce Improvement.
- u. "Subcontractor" shall mean a person or entity that has a direct Contract with a Contractor to perform a portion of the work under a Contract for a Construction Work or Workforce Improvement.
- v. "Vertical DDA" has the meaning set forth in the DDA.
- w. "Vertical Developer" has the meaning set forth in the DDA.
- x. "Workforce Improvement" shall mean all completed Vertical Improvements, but excluding within: (a) any commercial premises occupying less than 15,000 square feet in floor area, and (b) any residential units therein, subject to Chapter 14B.

4. LBE Participation Goal. Developer and Vertical Developer agree to participate in this LBE Utilization Plan and CMD agrees to work with Developer and Vertical Developer in this effort, as set forth in this LBE Utilization Plan. As long as this LBE Utilization Plan remains in full force and effect, Developer, with respect to the construction of Horizontal Improvements, and Vertical Developer, with respect to the construction of Vertical Improvements, shall make good faith efforts as defined below to achieve an overall LBE participation goal of 20% of the total cost of all Contracts for a Construction Work awarded to LBE Prime Contractors, Subcontractors, Prime Consultants or Subconsultants that are Small and Micro-LBEs, as set forth in Administrative Code Section 14B.8(A) and a participation goal of 10% during the pre-construction phase of the Project.

5. Developer/Vertical Developer Obligations. Developer, with respect to the construction of Horizontal Improvements, and Vertical Developer, with respect to the construction of Vertical Improvements, shall comply with the requirements of this Exhibit E2 as follows: Upon entering into a Contract with a Contractor or Consultant, Developer or Vertical Developer, as applicable, will include each such Contract a provision requiring the Contractor or Consultant to comply with the terms of this Exhibit E2, and setting forth the applicable percentage goal for

such Contract, and provide a signed copy thereof to CMD and the Port within 10 business days of execution. Such Contract shall specify the notice information for the Contractor or Consultant to receive notice pursuant to Section 16. Developer and each Vertical Developer shall identify a "LBE Liaison" as its main point of contact for outreach/compliance concerns and shall be available to meet with CMD staff on a regular basis or as necessary regarding the implementation of this Exhibit E2. If Developer, with respect to Horizontal Improvements, or a Vertical Developer, with respect to construction of the Vertical Improvements, fulfills its obligations as set forth in this Section 5 and otherwise cooperates in good faith at CMD's request with respect to any meet and confer process or enforcement action against a non-compliant Contractor, Consultant, Subcontractor or Subconsultant, then Developer or Vertical Developer, as applicable, shall not be held responsible for the failure of a Contractor, Consultant, Subcontractor or Subconsultant or any other person or party to comply with the requirements of this Exhibit E2.

6. Good Faith Efforts. City acknowledges and agrees that Developer, Vertical Developer, Contractor, Subcontractor, Consultant and Subconsultant shall have the sole discretion to qualify, hire or not hire LBEs. If a Contractor or Consultant does not meet the LBE hiring goal set forth above in Section 5, it will nonetheless be deemed to satisfy the good faith effort obligation of this Section 6 and thereby satisfy the requirements and obligations of this Exhibit E2 if the Contractor, Consultants and their Subcontractors and Subconsultants, as applicable, perform the good faith efforts set forth in this Section 6 as follows:

- a. Advance Notice. Notify CMD and the Port in writing of all upcoming solicitations of proposals for work under a Contract at 15 business days before issuing such solicitations to allow opportunity for CMD to identify and outreach to any LBEs that it reasonably deems may be qualified for the Contract scope of work.
- b. Contract Size. Where practicable, Developer, Vertical Developer, Contractor, Consultant, Subcontractor or Subconsultant will divide the work in order to encourage maximum LBE participation or, encourage joint venturing. The Contracting Party will identify specific items of each Contract that may be performed by Subcontractors.
- c. Advertise. Developer, Vertical Developer, Contractor, Consultant, Subcontractor or Subconsultant will advertise for at least 30 days prior to the opening of bids or proposals, for professional services and contracting opportunities in media focused on small businesses including the Bid and Contract Opportunities website through the City's Office of Contract Administration (<http://mission.sfgov.org/OCABidPublication>) and other local and trade publications, and allowing subcontractors to attend outreach events, pre-bid meetings, and inviting LBEs to submit bids to Developer or Vertical Developer or their respective Prime Contractor or Consultant, as applicable. As practicable, convene pre-bid or pre-solicitation meetings no less than 15 days prior to the opening of bids and proposals to all for LBEs to ask questions about the selection process and technical specifications/requirements. Developer or Vertical

Developer may request CMD's permission to award a contract without advertising if the work consists of specialty services or otherwise does not provide opportunities for LBE participation.

- d. CMD Invitation. If a pre-bid meeting or other similar meeting is held with proposed Contractors, Subcontractors, Consultants or Subconsultants, invite CMD to the meeting to allow CMD to explain proper LBE utilization.
- e. Public Solicitation. Developer or Vertical Developer or their respective Prime Contractor(s) and/or Consultants, as applicable, will work with CMD to follow up on initial solicitations of interest by contacting LBEs to determine with certainty whether they are interested in performing specific items in a project.
- f. Outreach and Other Assistance. Developer or Vertical Developer or their respective Prime Contractor (s) and/or Consultants, as applicable, will a) provide LBEs with plans, specifications and requirements for all or part of the project; b) notify LBE trade associations that disseminate bid and contract information and provide technical assistance to LBEs. The designated LBE Liaison(s) shall be or work with a LBE Consultant with experience in and responsibility for making recommendations on how to maximize engagement of local small businesses from disadvantaged communities including, but not limited to the Bayview/Hunters Point, Chinatown, Mission, South of Market, Tenderloin, Visitacion Valley and Western Addition neighborhoods, and will work with CMD to conduct outreach to LBEs for all consulting/contracting opportunities in the applicable trades and services in order to encourage them to participate on the project.
- g. Contacts. Make contacts with LBEs, associations or development centers, or any agencies, which disseminate bid and contract information to LBEs and document any other efforts undertaken to encourage participation by LBEs.
- h. Good Faith/Nondiscrimination. Make good faith efforts to enter into Contracts with LBEs and give good faith consideration to bids and proposals submitted by LBEs. Use nondiscriminatory selection criteria (for the purpose of clarity, exercise of subjective aesthetic taste in selection decisions for architect and other design professionals shall not be deemed discriminatory and the exercise of its commercially reasonable judgment in all hiring decisions shall not be deemed discriminatory).
- i. Incorporation into contract provisions. Developer or Vertical Developer shall include in its Contracts provisions that require prospective Contractors and Consultants that will be utilizing Subcontractors or Subconsultants to follow the above good faith efforts to subcontract to LBEs, including overall LBE participation goal and any LBE percentage that may be required under such Contract.
- j. Monitoring. Allow CMD Contract Compliance unit to monitor

Consultant/Contractor selection processes and, when necessary give suggestions as to how best to maximize LBEs ability to complete and win procurement opportunities.

- k. **Insurance and Bonding.** Recognizing that lines of credit, insurance and bonding are problems common to local businesses, staff will be available to explain the applicable insurance and bonding requirements, answer questions about them, and, if possible, suggest governmental or third party avenues of assistance. Contractor, Subcontractor, Consultant and Subconsultant will work with the Developer, Vertical Developer and CMD in good faith to design and implement for each Horizontal and Vertical Improvement insurance programs which provides to LBE participating subcontractors access to the required coverage through either the owner, Owner-Controlled Insurance Policy (OCIP), general contractor, Contractor-Controlled Insurance Policy (CCIP), or such other insurance program as may become reasonably commercially available.
- l. **Maintain Records and Cooperation.** Maintain records of LBEs that are awarded Contracts, not discriminate against any LBEs, and, if requested, meet and confer with CMD as reasonably required in addition to the meet and confer sessions described in Section 9 below to identify a strategy to meet the LBE goal;
- m. **Quarterly Reports.** During design and construction, the LBE Liaison(s) shall prepare a quarterly report of LBE participation goal attainment and submit to CMD as required by Section 9 herein; and
- n. **Meet and Confer.** Attend the meet and confer process described in Section 9.

7. **Good Faith Outreach.** Good faith efforts shall be deemed satisfied solely by compliance with Section 6. Contractors and Consultants, and Subcontractors and Subconsultants as applicable shall also work with CMD to identify from CMD's database of LBEs those LBEs who are most likely to be qualified for each identified opportunity under Section 6.b, and following CMD's notice under Section 8.a, shall undertake reasonable efforts at CMD's request to support CMD's outreach identified LBEs as mutually agreed upon by CMD and each Contractor or Consultant and its Subcontractors and Subconsultants, as applicable.

8. **CMD Obligations.** The following are obligations of CMD to implement this LBE Utilization Plan:

- a. During the fifteen (15) business day notification period for upcoming Contracts required by Section 6.b, CMD will work with Developer or its prime Contractor and/or Consultant as applicable to send such notification to qualified LBEs to alert them to upcoming Contracts.
- b. Provide assistance to Contractors, Subcontractors, Consultants and Subconsultants on good faith outreach to LBEs.

- c. Review quarterly reports of LBE participation goals; when necessary give suggestions as to how best to maximize LBEs ability to compete and win procurement opportunities.
- d. Perform other tasks as reasonably required to assist Developer or Vertical Developer or their Contractors, Subcontractors, Consultants and Subconsultants in meeting LBE participation goals and/or satisfying good faith efforts requirements.

9. Meet and Confer Process. Commencing with the first Contract that is executed for a Construction Work, and every six (6) months thereafter, or more frequently if requested by either CMD, Developer or a Contractor or Consultant each Contractor and Consultant and the CMD shall engage in an informal meet and confer to assess compliance of such Contractor and Consultants and its Subcontractors and Subconsultants as applicable with this Exhibit E2. When deficiencies are noted, meet and confer with CMD to ascertain and execute plans to increase LBE participation.

10. Prohibition on Discrimination. Developer and Vertical Developer shall not discriminate in its selection of Contractors and Consultants, and such Contractors and Consultants shall not discriminate in their selection of Subcontractors and Subconsultants against any person on the basis of race, gender, or any other basis prohibited by law. As part of its efforts to avoid unlawful discrimination in the selection of Subconsultants and Subcontractors, Contractors and Consultants will undertake the Good Faith Efforts and participate in the meet and confer processes as set forth in Sections 6 and 9 above.

11. Collective Bargaining Agreements. Nothing in this Exhibit E2 shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreement, project stabilization agreement, existing employment contract or other labor agreement or labor contract ("Collective Bargaining Agreements"). In the event of a conflict between this Exhibit E2 and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Exhibit E2.

12. Reporting and Monitoring. Each Contractor, Consultant, and its Subcontractors and Subconsultants as applicable shall maintain accurate records demonstrating compliance with the LBE participation goals, including keeping track of the date that each response, proposal or bid that was received from LBEs, including the amount bid by and the amount to be paid (if different) to the non-LBE contractor that was selected, documentation of any efforts regarding good faith efforts as set forth in Section 6. Developer and Vertical Developer shall create a reporting method for tracking LBE participation. Data tracked shall include the following (at a minimum):

- a. Name/Type of Contract(s) let (e.g. Civil Engineering contract, Environmental Consulting, etc.)
- b. Name of prime Contractors (including identifying which are LBEs and non-LBEs)
- c. Name of Subcontractors (including identifying which are LBEs and non-LBEs)
- d. Scope of work performed by LBEs (e.g. under an Architect, an LBE could be

- procured to provide renderings)
- e. Dollar amounts associated with both LBE and non-LBE Contractors at both prime and Subcontractor levels.
 - f. Total LBE participation is defined as a percentage of total Contract dollars.

13. Basis of Compliance:

- a. With regard to Horizontal Improvements, CMD shall determine compliance with this Agreement on a Phase-wide basis and measure compliance by dividing the cost of all Contracts for a Construction Work awarded to LBE Prime Contractors, Subcontractors, Prime Consultants or Subconsultants divided by the total cost of all Contracts awarded to Prime Contractors, Subcontractors, Prime Consultants or Subconsultants for such Construction Work. Notwithstanding anything to the contrary, Developer may, at its election, require that compliance be determined on a Project-wide basis by giving notice to CMD and the Port of such election not later than the submission of the penultimate Phase Submittal. After such election, compliance shall be measured upon the completion of the Project. In each case, once compliance is established, any Excess Credit shall be confirmed by CMD and shall be available for Developer, provided Developer remains a Giants Affiliate, as defined in the DDA, to offset shortfalls elsewhere on the Project Site, provided, however that Excess Credits may only be transferred to Horizontal Improvements that complied with the procedures set forth in Section 6 and at completion are short of attaining the participation levels set forth in Section 4.
- b. With regard to Vertical Improvements, CMD shall determine compliance with this Agreement on an individual Vertical Improvement basis and measure compliance by dividing the cost of all Contracts for a Construction Work awarded to LBE Prime Contractors, Subcontractors, Prime Consultants or Subconsultants divided by the total cost of all Contracts awarded to Prime Contractors, Subcontractors, Prime Consultants or Subconsultants for such Vertical Improvement. Notwithstanding anything to the contrary, Developer may, at its election, require that compliance be determined on a Phase-wide basis, as Developer plans to develop each Vertical Improvement in such Phase, by giving notice to CMD and the Port of such election during the submission of a Phase Submittal. After such election, compliance shall be measured upon the completion of the Phase, as applicable. In each case, once compliance is established, any Excess Credits shall be confirmed by CMD and shall be available to the Vertical Developer of the Vertical Improvement that generated such Excess Credits to transfer to another Vertical Developer, provided that such Vertical Developer is a Giants Affiliate, as defined in the DDA, to offset shortfalls in the same trade on Vertical Improvements elsewhere on the Project Site, provided, however that Excess Credits may only be transferred to Vertical Improvements that complied with the procedures set forth in Section 6 and at completion are still short of attaining the participation levels set forth in Section 4.

14. Workforce Improvement Operations. Each Vertical Developer will use good faith efforts to hire LBEs for ongoing service contracts within Workforce Improvements and advertise such contracting opportunities with CMD except to the extent impractical or infeasible. If a master association is responsible for the operation and maintenance of publicly owned improvements within the Project Site, CMD shall refer LBEs to such association for consideration with regard to contracting opportunities for such improvements. Such association will consider in good faith such LBE referrals, but hiring decisions shall be entirely at the discretion of such association.

15. Monitoring and Enforcement. CMD shall both monitor and enforce the standards and requirements, including the good faith efforts, of this Program. CMD Compliance Officers shall schedule meetings with the LBE Liaison(s) through the term of this Program to promote consistent communication and practice.

16. Written Notice of Deficiencies. If based on complaint, failure to report, or other cause, the CMD has reason to question the good faith efforts of a Developer, Vertical Developer, Contractor, Subcontractor, Consultant or Subconsultant, then CMD shall provide written notice to Developer or Vertical Developer, as applicable, each affected prime Contractor or Consultant and, if applicable, also to its Subcontractor or Subconsultant. The prime Contractor or Consultant and, if applicable, the Subcontractor or Subconsultant, shall have a reasonable period, based on the facts and circumstances of each case, to demonstrate to the reasonable satisfaction of the CMD that it has exercised good faith to satisfy its obligations under this Exhibit E2. When deficiencies are noted CMD staff will work with the appropriate LBE Liaison(s) to remedy such deficiencies.

17. Remedies. Notwithstanding anything to the contrary in the DDA, the following process and remedies shall apply with respect to any alleged violation of this Exhibit E2:

Mediation and conciliation shall be the administrative procedure of first resort for any and all compliance disputes arising under this Exhibit E2. The Director of CMD shall have power to oversee and to conduct the mediation and conciliation.

Non-binding arbitration shall be the administrative procedure of second resort utilized by CMD for resolving the issue of whether a Developer, Contractor, Consultant, Subcontractor or Subconsultant discriminated in the award of one or more LBE Contracts to the extent that such issue is not resolved through the mediation and conciliation procedure described above. Obtaining a final judgment through arbitration on LBE contract related disputes shall be a condition precedent to the ability of the City or Developer, Contractor, Consultant, Subcontractor or Subconsultant to file a request for judicial relief.

If a Developer, Vertical Developer, Contractor, Consultant, Subcontractor or Subconsultant is found to be in willful breach of the obligations set forth in this Exhibit E2, assess against the noncompliant Developer, Vertical Developer, Contractor, Consultant, Subcontractor or Subconsultant liquidated damages not to exceed \$25,000 or 5% of the Contract, whichever is less, for each such willful breach. In determining the amount of any liquidated damages to be assessed within the limits

described above, the arbitrator or court of competent jurisdiction shall consider the financial capacity of Developer, Vertical Developer, Contractor, Consultant, Subcontractor or Subconsultant. For purposes of this paragraph, "willful breach" means a knowing and intentional breach. For all other violations of this Exhibit E2, the sole remedy for violation shall be specific performance.

18. Duration of this Agreement. This Exhibit E2 shall terminate (i) at the expiration of the Development Agreement, as defined in the DDA, and; (ii) for any Construction Work that has commenced before the termination of the Development Agreement, but is not yet complete upon the termination of the Development Agreement, upon the completion of such Construction Work. Upon such termination, this Exhibit E2 shall be of no further force and effect.

19. Notice. All notices to be given under this Exhibit E2 shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to CMD:

Attn: _____

If to the Port:

Attn: _____

If to Developer:

Attn: _____

If to Vertical Developer:

Attn: _____

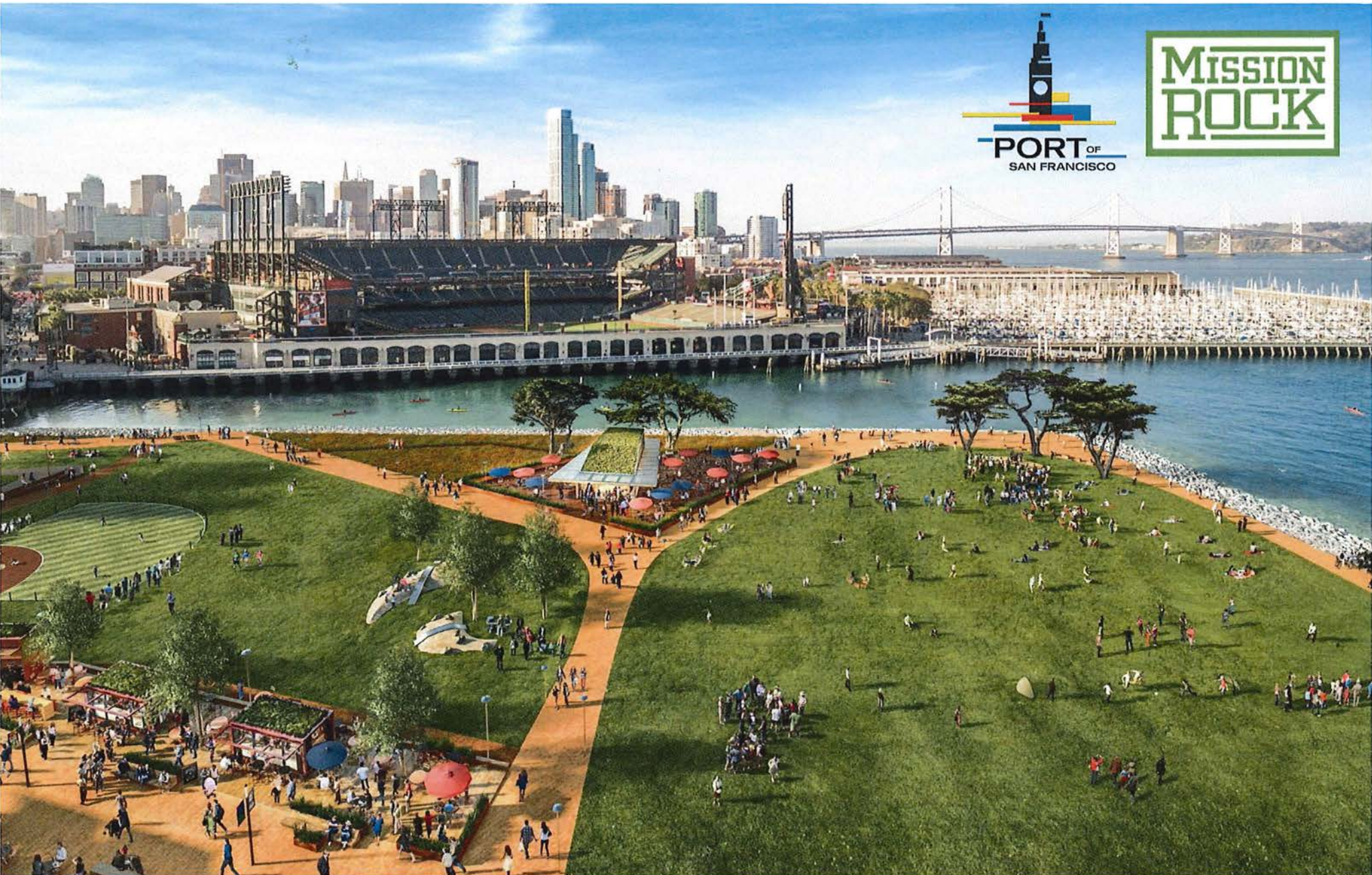
If to Contractor:

Attn: _____

If to Consultant:

Attn: _____

Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.



MISSION ROCK

1126

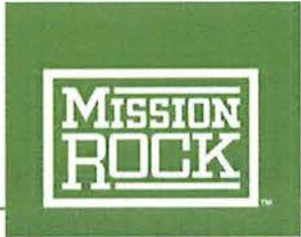
GOVERNMENT AUDIT
& OVERSIGHT
COMMITTEE 2.7.2018

Request to GAO Committee

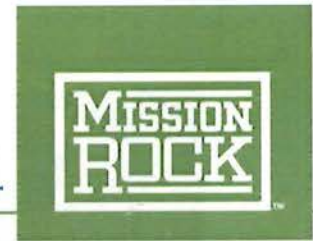
Recommend Mission Rock transaction document legislation to full Board:

- Development Agreement
- Development and Disposition Agreement
- Interagency Cooperation Agreement among Port and City agencies
- Memorandum of Understanding approving Port Commission as agent of financing districts

Mission Rock Site Context



Timeline



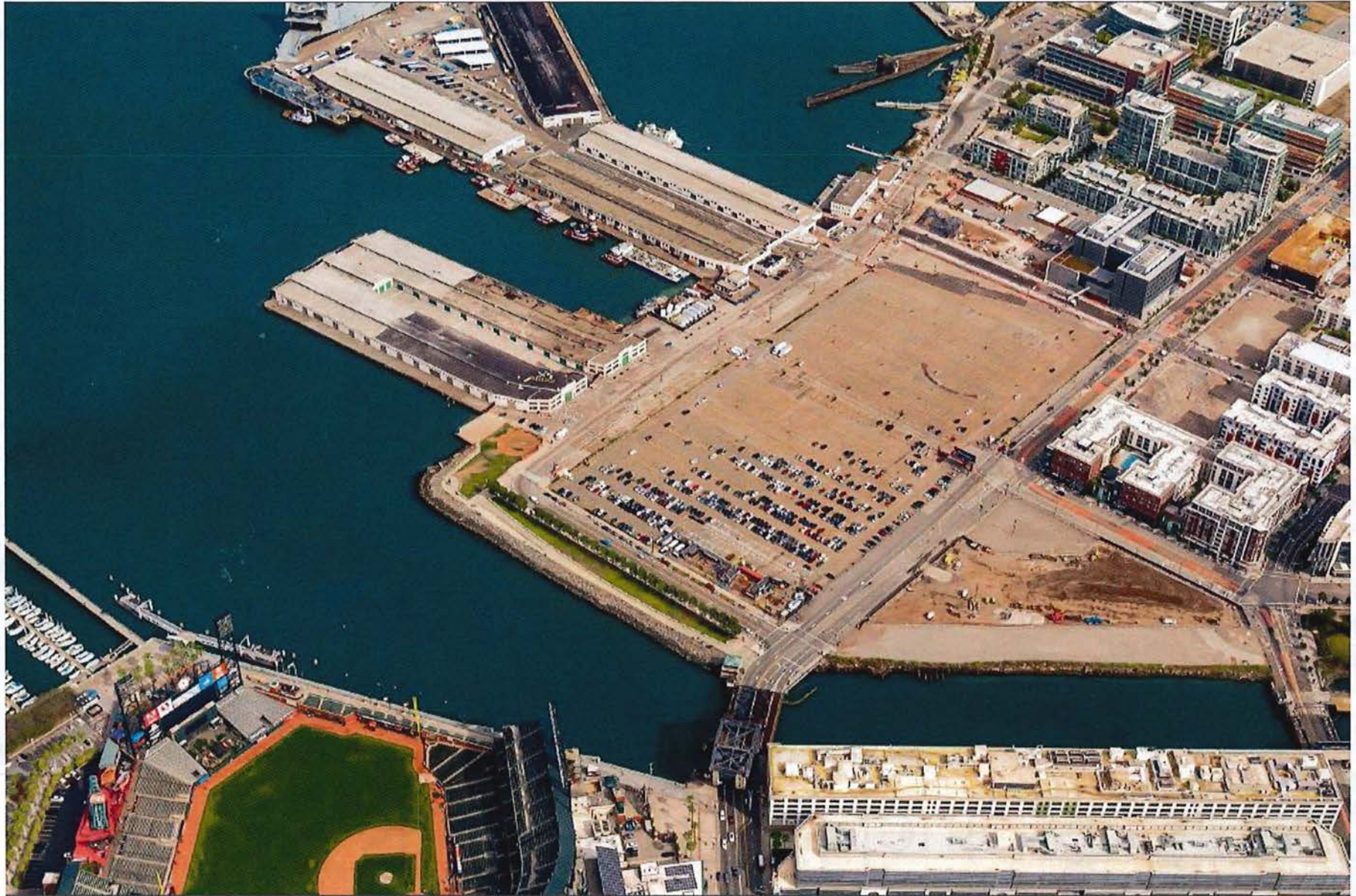
WE ARE HERE



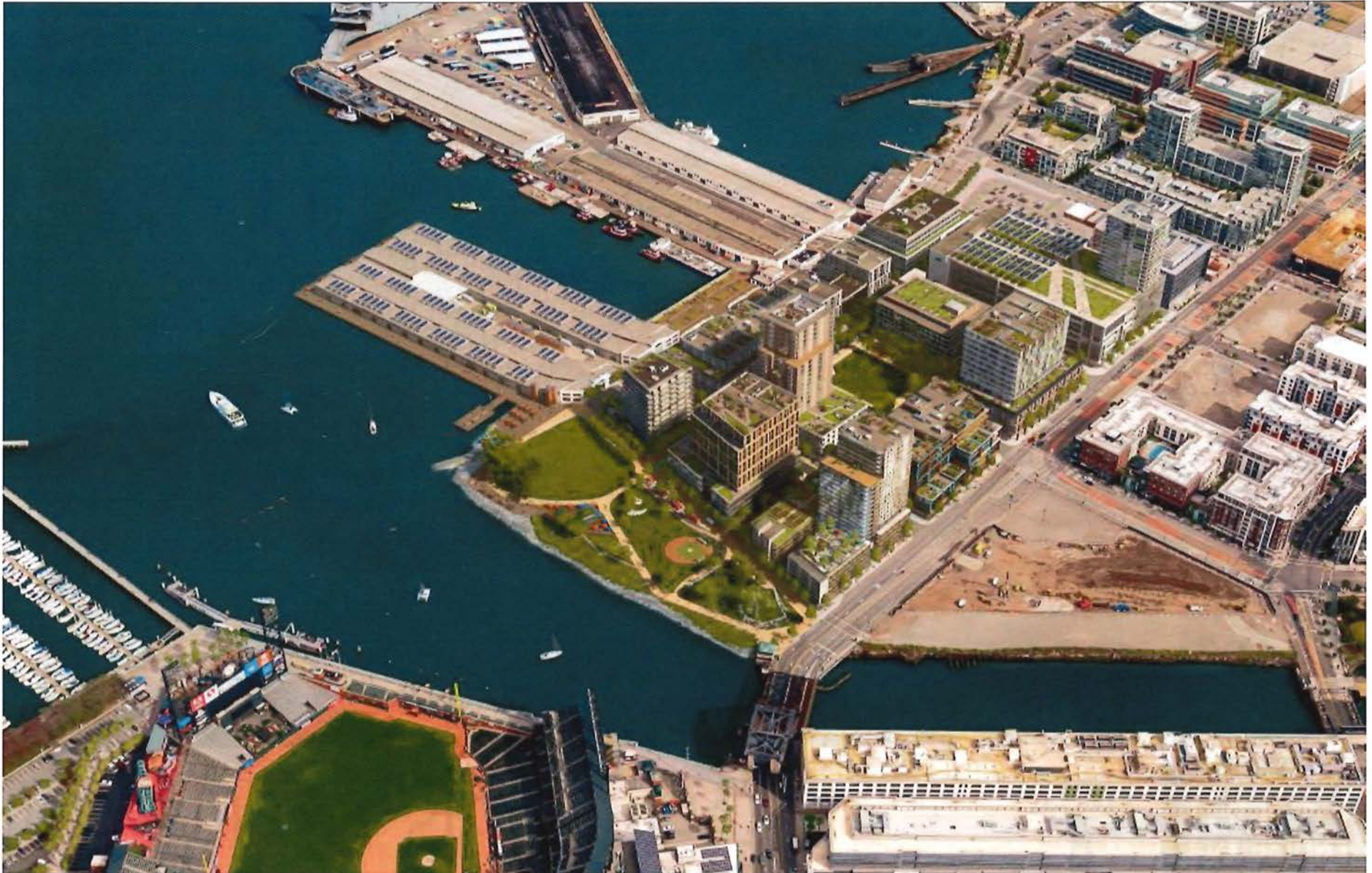
February 2018: Request Board Approvals
 April 2018: Seek State Lands Commission Approvals

May 2018: Seek BCDC Major Permit
 Summer 2018: Seek CFD formation

Mission Rock Site Today



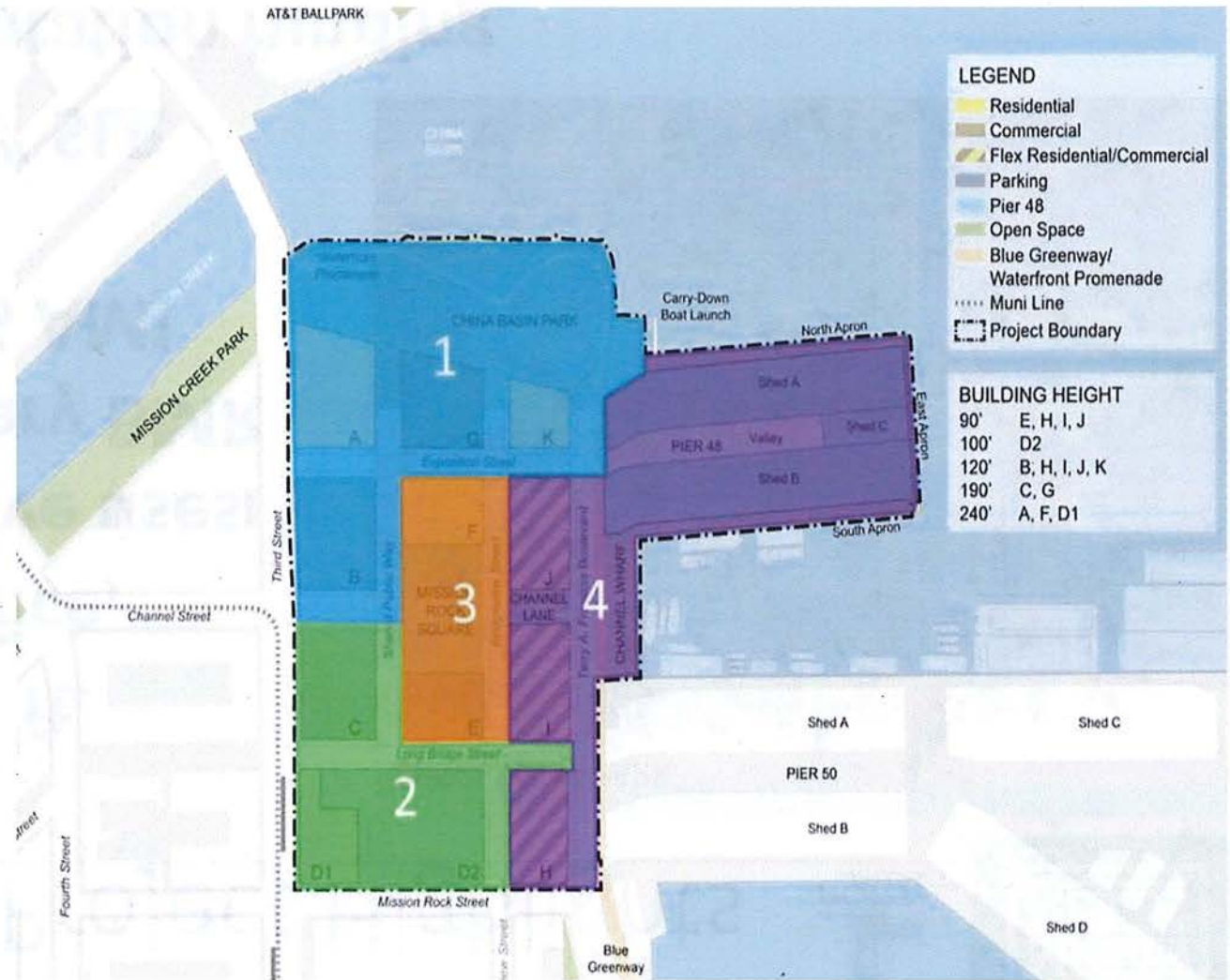
Mission Rock Site at Full Buildout



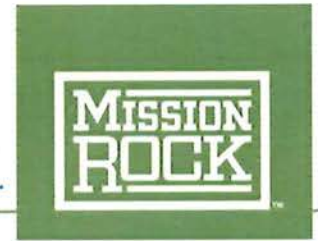
Mission Rock Infrastructure Plan



Infrastructure anticipated to be delivered in 4 phases, linked closely to vertical construction



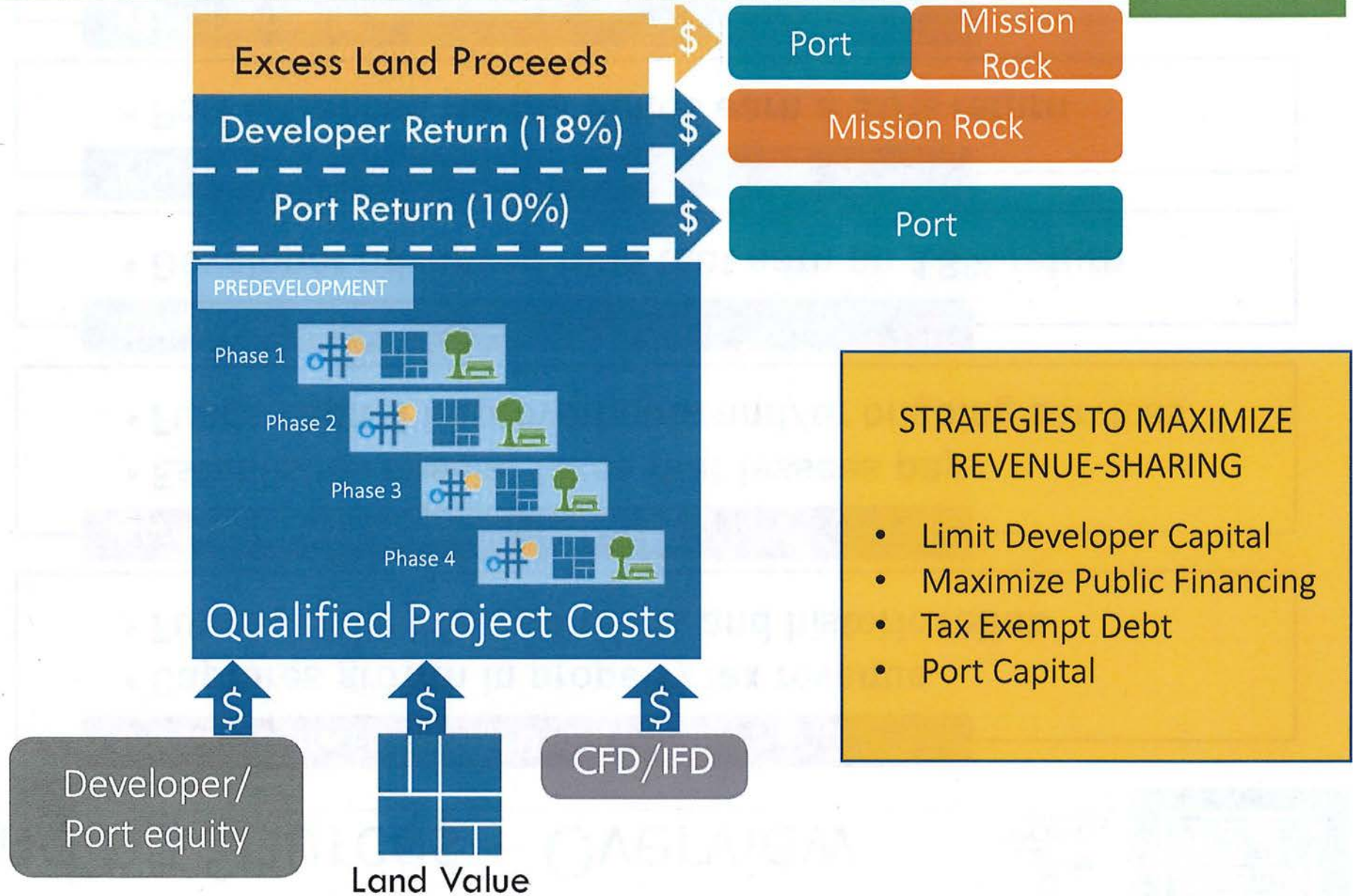
Mission Rock Project Highlights



- **2.7M gross sq. ft. residential, office, retail, and active uses**
- **40% inclusionary BMR units, 45-150% AMI**
- **8 acres parks**
- **Resilient to 66" SLR**
- **Shoreline adaptation funding**
- **Comprehensive planning and design framework**
- **Exemplary sustainability planning**



Funding Structure – Investment & Return



Funding Sources – Overview



Infrastructure Financing District (IFD)

- Captures growth in property tax revenue
- Funds public improvements and historic rehab

Community Facilities District (CFD)

- Establishes special taxes that lessees pay
- Funds capital improvements and/or ongoing services

Developer Capital

- Developer advanced fund that earn an **18%** return

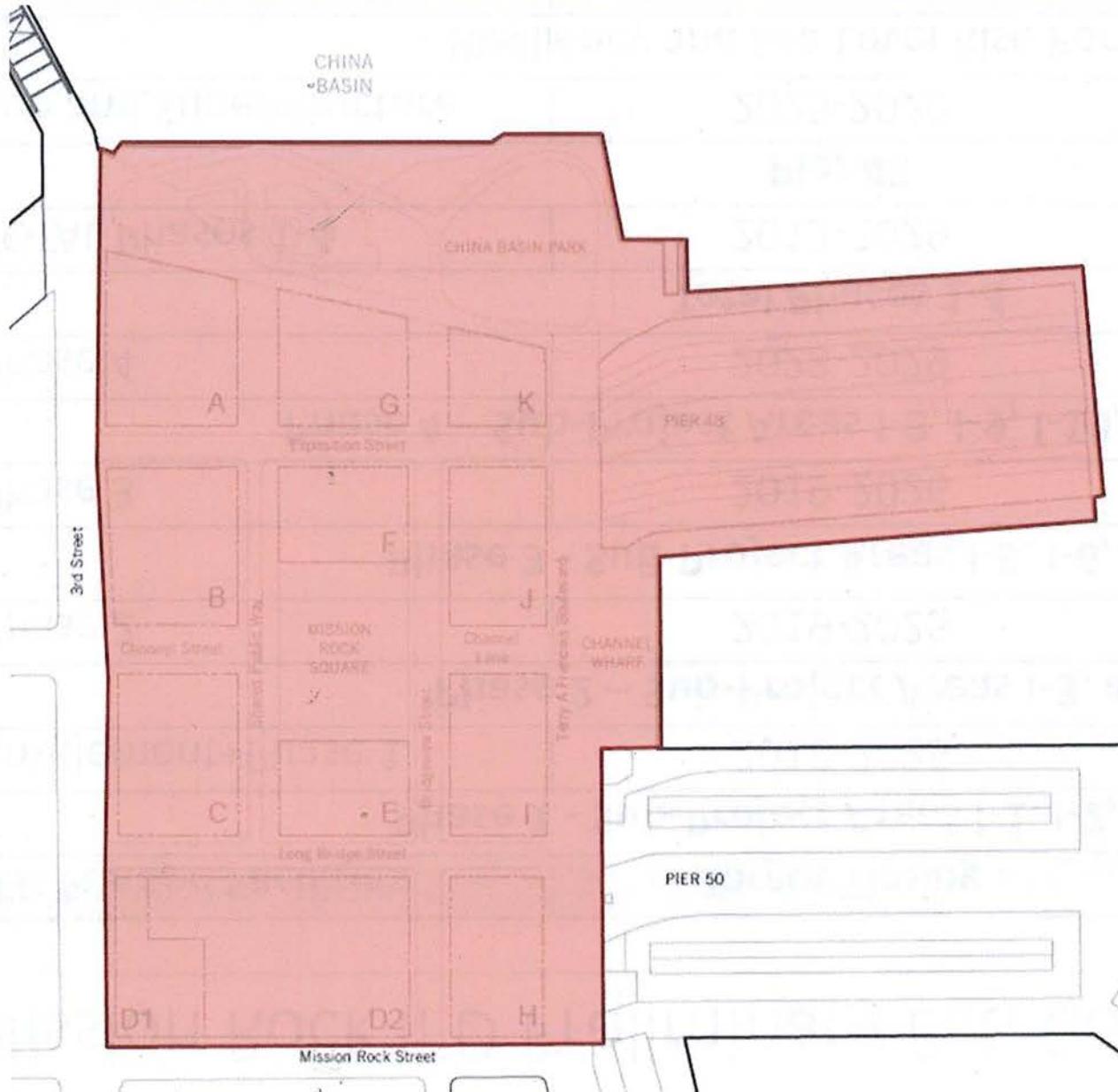
Port Capital

- Port advanced Harbor Funds earn a **10%** return

Land Proceeds

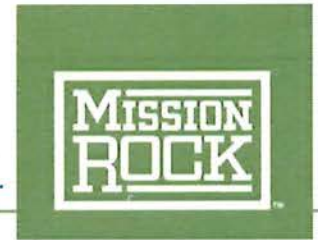
- Revenues generated from the lease of Port land

Funding Sources – IFD



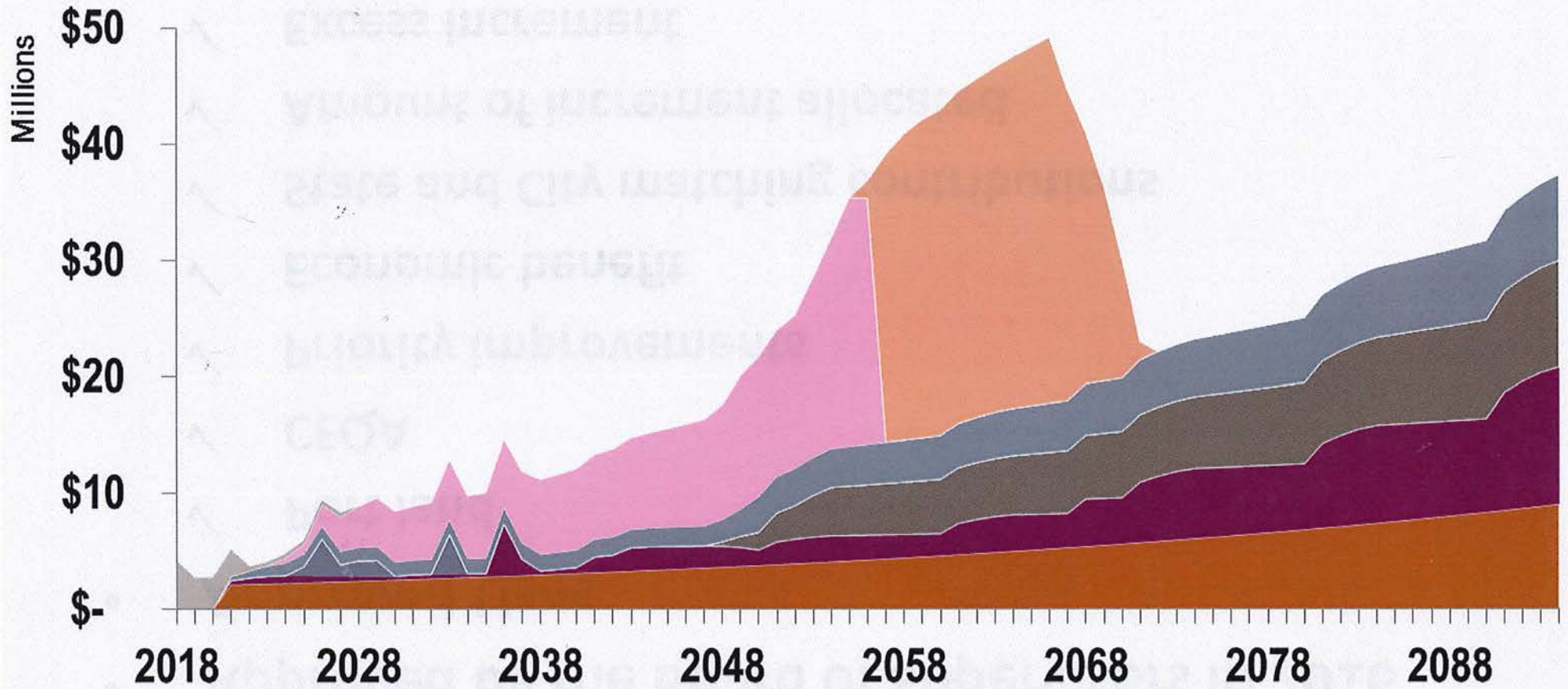
- Encompasses entire Site
- **Captures future tax increment**, growth in Local shares of property taxes
- **65% for public infrastructure**, e.g. streets, utilities, parks, historic rehabilitation and shoreline protection

Mission Rock IFD Preliminary Est. Costs



IFD Funded Facilities	Target Timing	Estimated Cost (2017 \$)
Phase 1 - Sub-Project Areas I-1, I-2, I-7, I-11		
Entitlement+Phase 1	2018-2025	\$106,200,000
Phase 2 – Sub-Project Areas I-3, and I-4		
Phase 2	2019-2025	\$39,800,000
Phase 3 - Sub-Project Areas I-5, I-6, and I-13		
Phase 3	2019-2026	\$21,670,000
Phase 4 – Sub-Project Areas I-8, I-9, I-10, I-11 and I-12		
Phase 4	2023-2029	\$23,320,000
Total Phases 1-4		
TOTAL Phases 1-4	2012-2029	\$190,990,000
Pier 48		
Sub and Superstructure	2025-2029	\$90,400,000
Resiliency and Sea Level Rise Portwide		
Seawall & Sea Level Rise, Portwide	Throughout IFD Term	*

Projected Port Revenue



- Unrestricted S Ground Rent
 - Port Transfer Fees
 - Resiliency Tax
 - All Other TI
- Participation Rent
 - Other CFD Special Tax Payments
 - Prepaid Leases Payback [IFD]
 - Interim Parking+Pier 48 Rent

City's IFD Policy for the Port



- **Approved by the Board of Supervisors in 2016**
- **Approved Uses**
 - ✓ **Port land**
 - ✓ **CEQA**
 - ✓ **Priority improvements**
 - ✓ **Economic benefit**
 - ✓ **State and City matching contributions**
 - ✓ **Amount of increment allocated**
 - ✓ **Excess increment**
 - ✓ **Port capital program**
 - ✓ **Funding for maintenance**

Next Steps



January 30th

Port Commission Approves
Transaction Documents and CEQA
Findings

February 5th

Land Use Committee

February 7th

GAO Committee



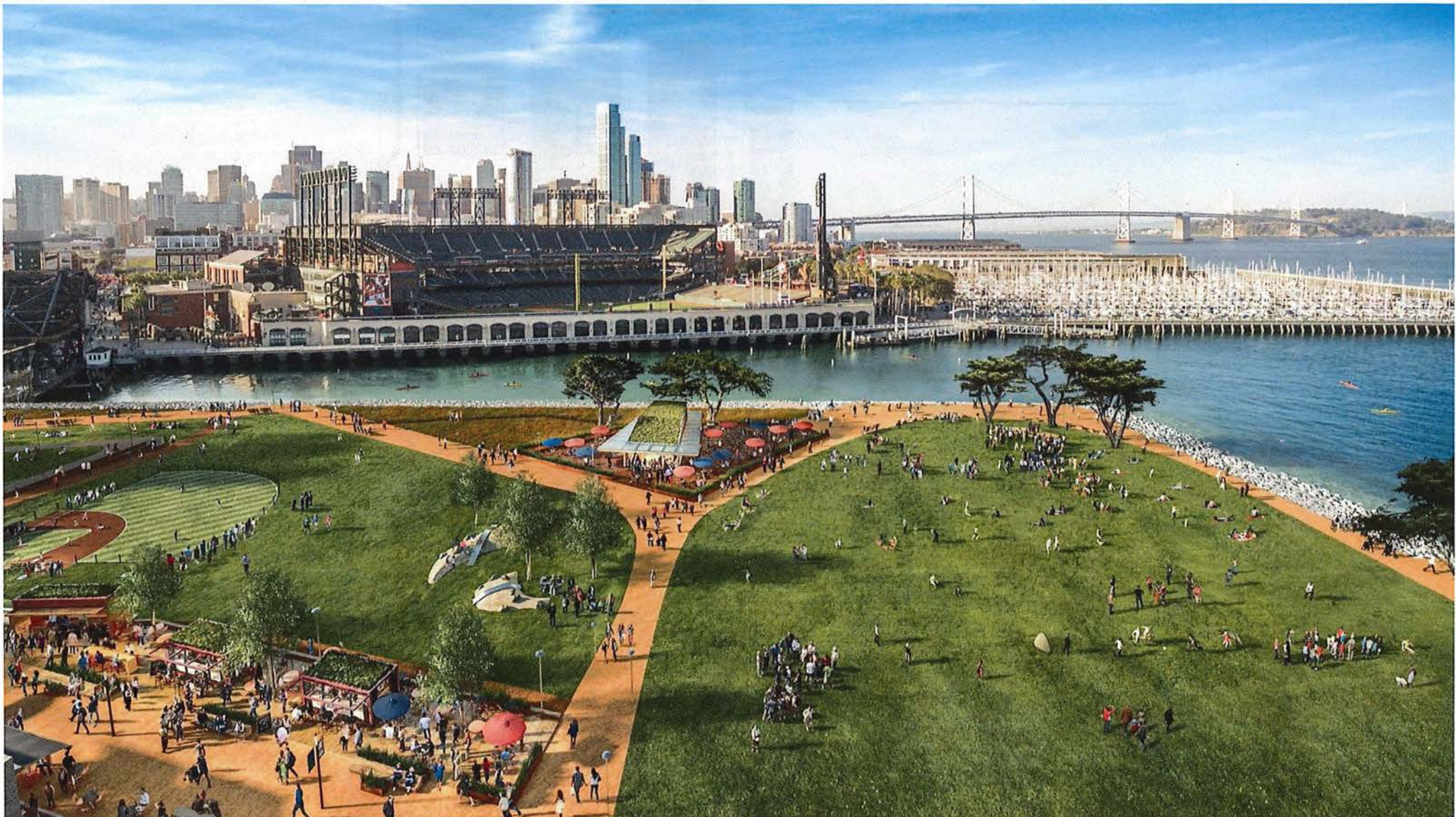
February 13th

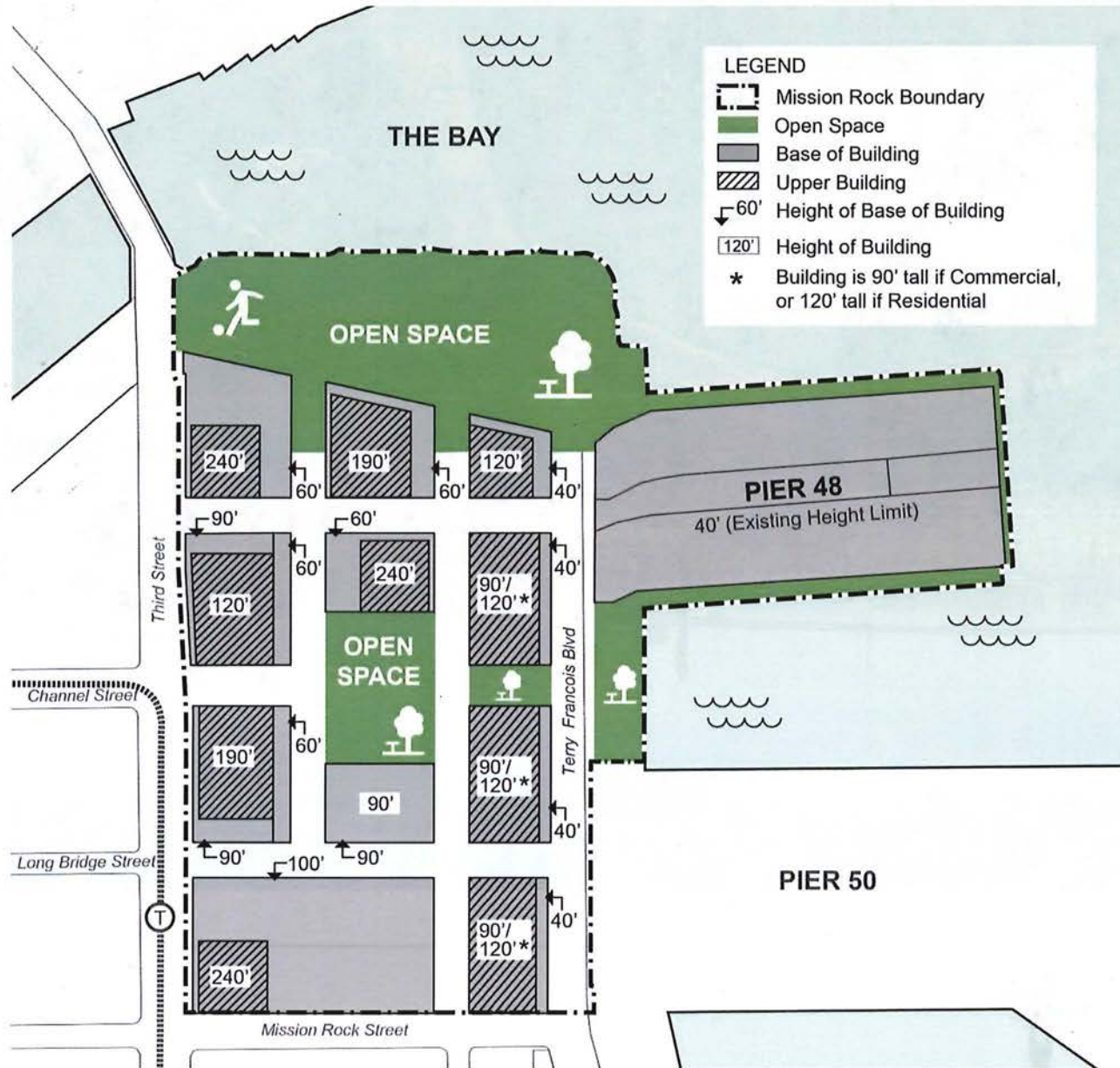
Board of Supervisors
Consideration

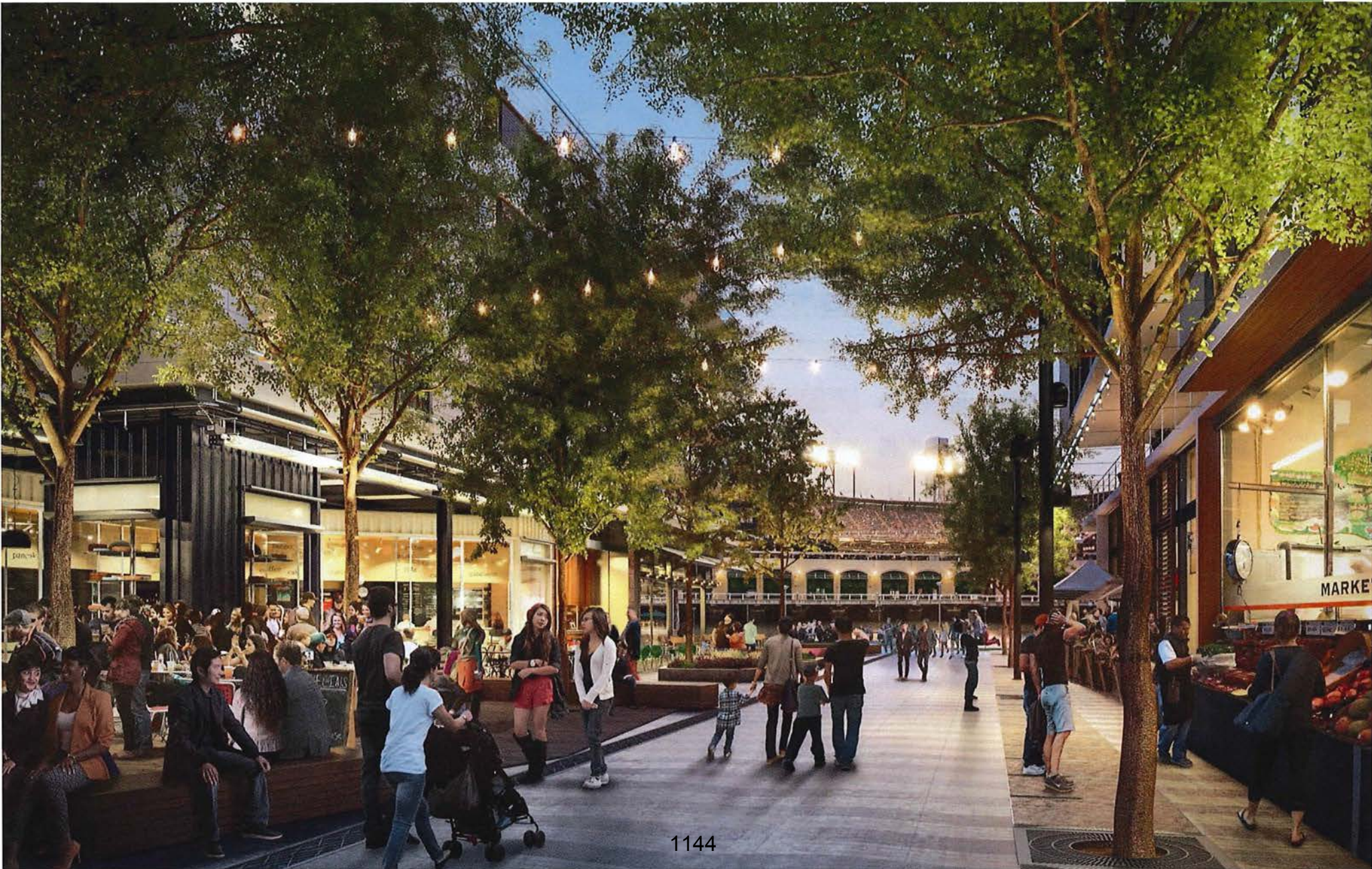
Request to GAO Committee

Recommend Mission Rock transaction document legislation to full Board:

- Ordinance approving **Development Agreement**
- Resolution approving **Development and Disposition Agreement**
- Resolution approving **Interagency Cooperation Agreement** among Port and City agencies
- Resolution approving **Memorandum of Understanding** approving Port Commission as agent of financing districts







Street Types



LEGEND: STREET TYPOLOGIES

-  Shared Public Way (one-way traffic)
-  Working Waterfront (two-way traffic)
-  Neighborhood Streets (two-way traffic)
-  Paseos (Pedestrian-only street extension)
-  District Street
-  Open Space

Site Target Goals



Resilience



Water



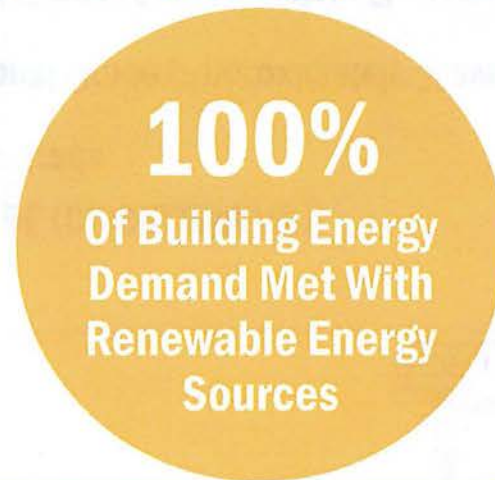
Waste



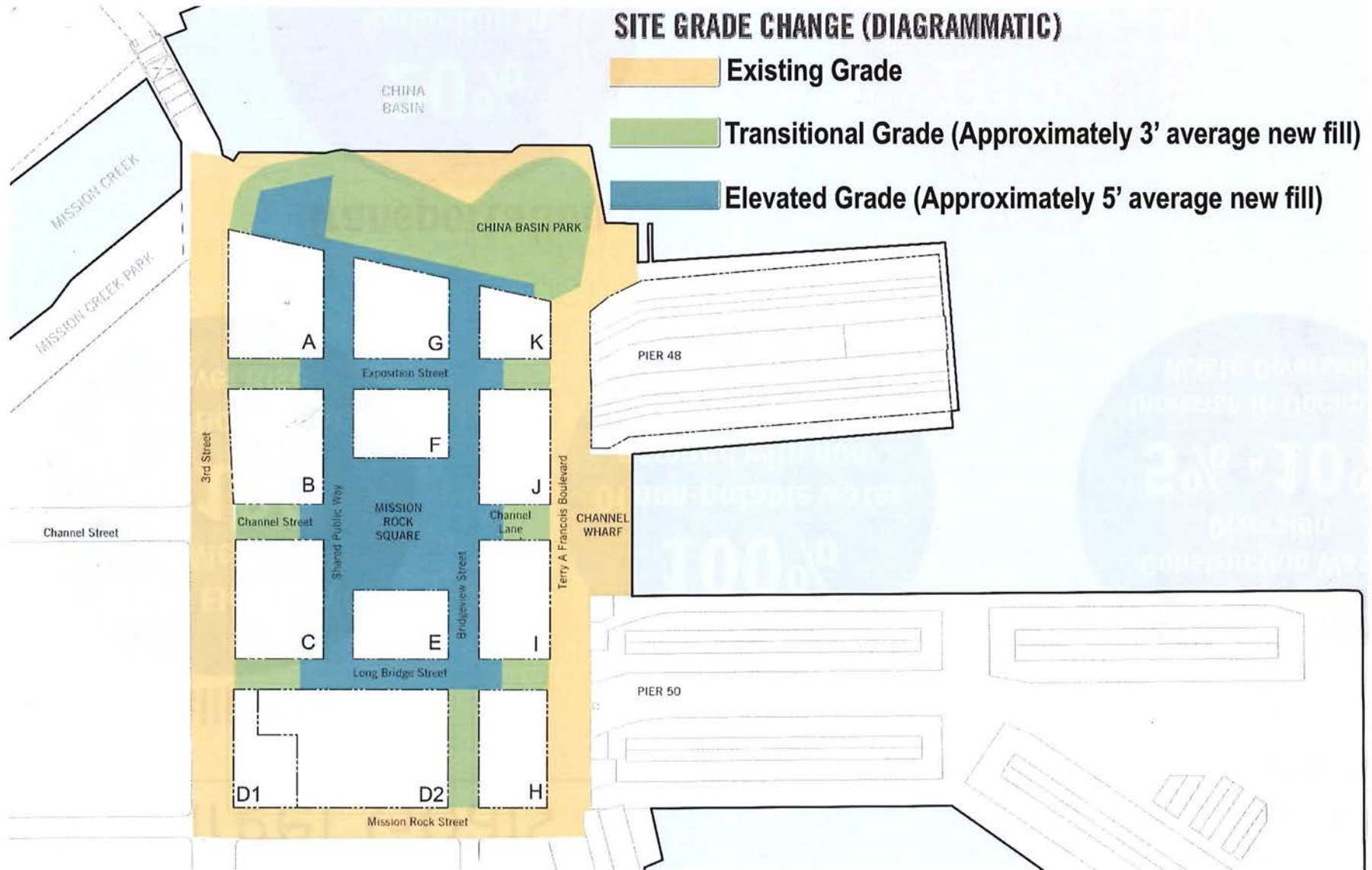
Transportation



Energy

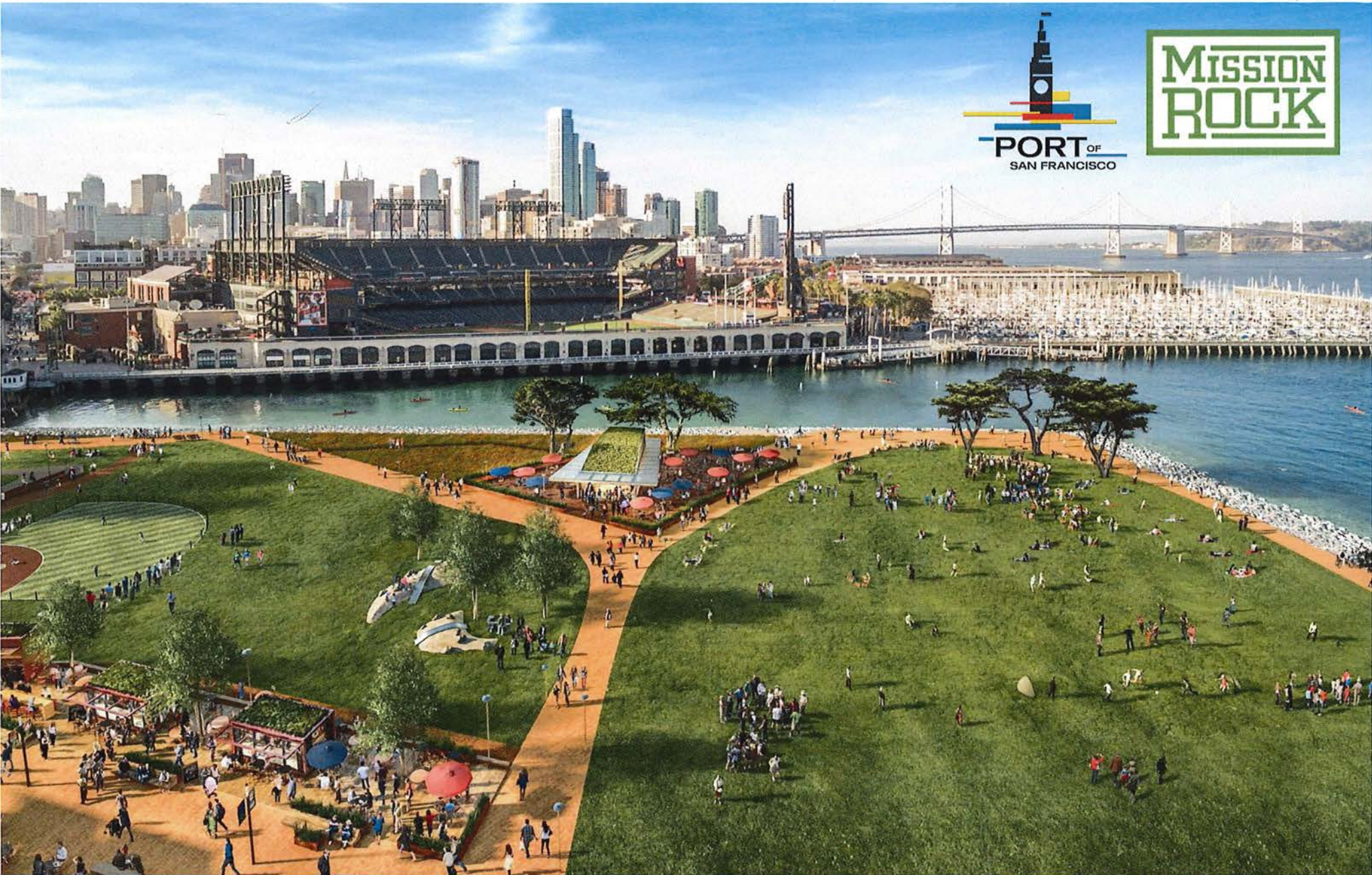


Sea Level Rise









MISSION ROCK

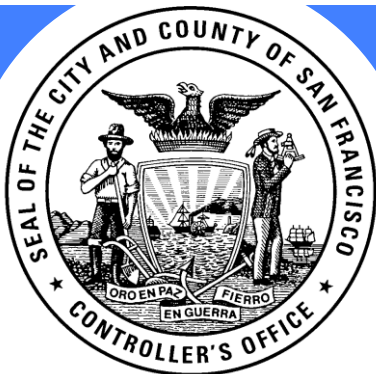
1150

GOVERNMENT AUDIT
& OVERSIGHT
COMMITTEE 2.7.2018

Mission Rock Proposed SUD & Development Agreement

Economic Impact Report

(Items # 170940 & 171313)



CITY & COUNTY OF SAN FRANCISCO

Office of the Controller
Office of Economic Analysis

- On September 05, 2017 Mayor Lee, introduced legislation (#170940), co-sponsored by Supervisor Kim, to create the Mission Rock Special Use District (MR-SUD). The proposed SUD is bounded by real property known as Seawall Lot 337 (SWL 337), which is located east of Third Street between China Basin Channel and Mission Rock Street and the Pier 48. The total area of the SUD is approximately 28 acres including about 5 acres of Pier 48.
- The proposed legislation would change allowable heights and land uses for various parcels in the proposed SUD. Seawall Lot 337 is currently zoned as Mission Bay Open Space (MB-OS), whereas Pier 48 is currently zoned as Heavy Industrial (M-2) with a height limit of 40 feet.
- On December 12, 2017 the Mayor, co-sponsored by Supervisor Kim, also introduced the accompanying development agreement (#171313) between the City and SWL 337 Associates, an affiliate of the San Francisco Giants. The agreement would redevelop about 28 acres of land under the proposed Mission Rock SUD.
- The project is expected to create a mixed-use development near public transit area creating new housing, retail and commercial office space, increased public access to the waterfront, infrastructure improvements as well as preservation of historic pier 48.

Zoning Changes Under the MR-SUD

3

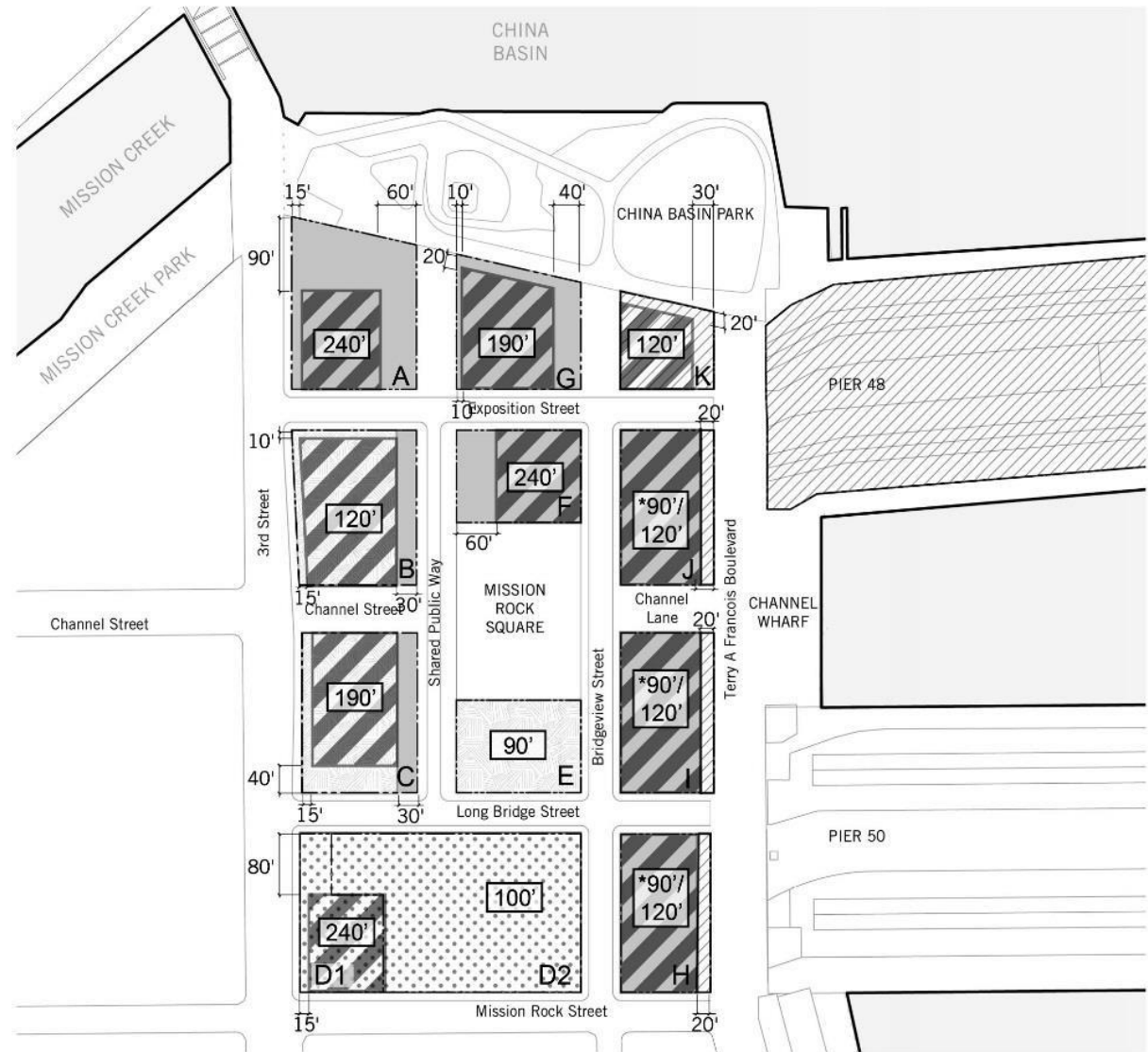
- The project site (SWL 337 and Pier 48) currently contains open space and interim uses such as surface parking. Seawall lot 337 is currently zoned as Mission Bay Open Space (MB-OS), whereas Pier 48 is zoned as heavy industrial (M-2) with a height limit of 40 feet.
- The height limit for Pier 48 remains unchanged at 40 feet under the proposed MR-SUD.
- Residential, office, retail and parking uses will not be permitted in Pier 48. Only PDR and/or other uses (such as Community Recycling Collection Center, Open Recreation Area, Passive Outdoor Recreation, Public Transportation Facility, Utility Installation, and Wireless Telecommunications Facility) will be permitted (see Sec.249.80 (e)).
- The MR-SUD zoning legislation along with the Mission Rock Design Controls establish land use controls, building standards for the area and define the maximum heights (as shown on page 5) and density controls for the project area.
- Under the proposed MR-SUD, the SWL 337 is subdivided into 12 parcels with varying height limits ranging from 90 feet to 240 feet depending upon the parcel as shown on page 5.
- Parcels H, I and J that are fronting Terry A. Francois Boulevard will have maximum height limit of 120 feet, provided that floor area above 90 feet is used exclusively for residential uses and uses accessory to restaurant uses.

Zoning Changes Under the MR-SUD: Continued

4

- Three buildings (parcels A, D1 and F) within the SUD will be allowed to reach maximum height of 240 feet, provided that floor area above 190 feet is used exclusively for residential uses and uses accessory to restaurant uses; typical floors above a height of 190 feet can not exceed 12,000 square feet of gross floor area to ensure slender towers.
- Parking will only be permitted on parcel D2 under the proposed MR-SUD zoning.
- Furthermore, the height limit will only increase on a maximum of 10 acres of the approximately 28 acres land of the project site.
- The 18 acres on which the height limit will not increase would include areas that are devoted to open space (approximately 8 acres), circulation network for pedestrians, bicycles and vehicles (approximately 5 acres), and Pier 48 (approximately 5 acres).

General Map of the Proposed SUD Project Area



LEGEND

- 40' Maximum Base Building Height
- 60' Maximum Base Building Height
- 90' Maximum Base Building Height
- 100' Maximum Base Building Height
- Maximum Building Height Zone
- Maximum Building Height
- Minimum Stepback Required

Note that hatches refer to building podium heights and diagonal hatches refer to upper building heights.

1155



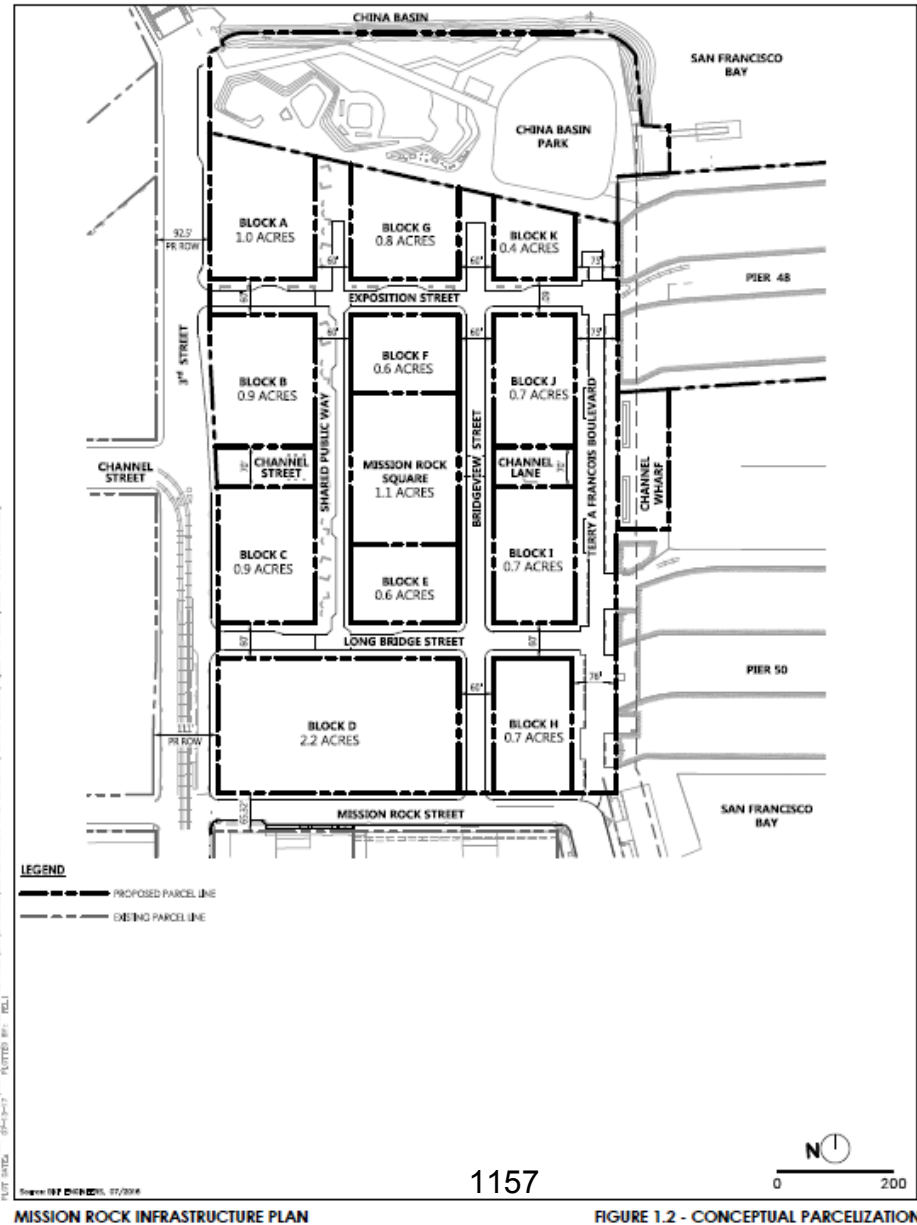
FIGURE 291-MR1 Maximum Height and Bulk

Project Description as Proposed Under the DA

6

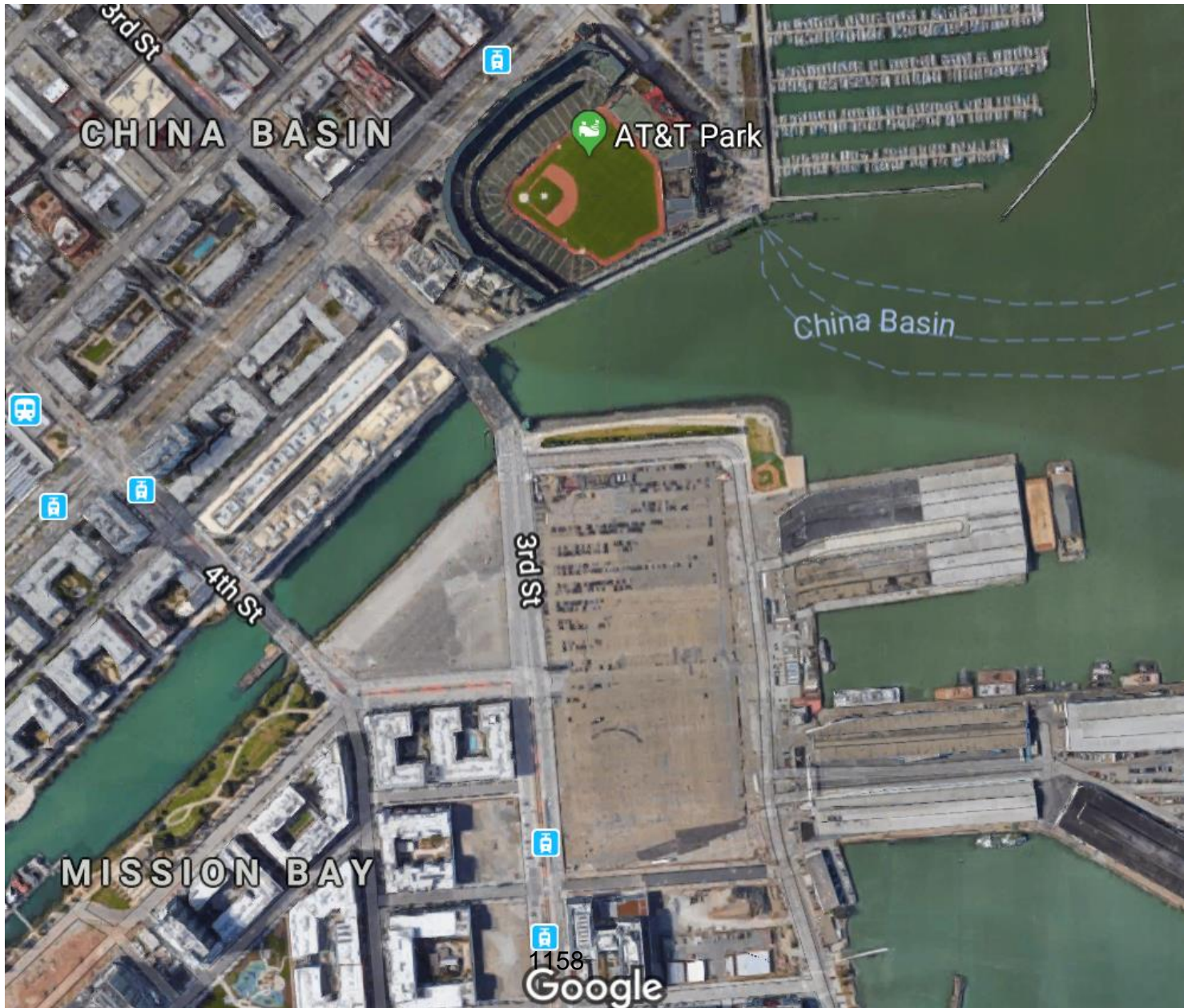
- The project site currently contains open space and interim uses, such as surface parking. The Port of San Francisco has been leasing to an affiliate of the San Francisco Giants for surface parking on about 16 acres of the lot known as SWL 337.
- The proposed project will be a mixed-use development of about 28 acres, containing two development areas. The SWL 337 (an approximately 23 acres site) comprising of 12 parcels located east of 3rd Street between China Basin Channel and Mission Rock Street, China Basin park and the portion of Terry A and the Pier 48 (approximately 5 acres site).
- As proposed, the project has dedicated parcels A, D1, F, I and K to residential buildings, while parcels B, E, G, H and J will be dedicated to office space; whereas parcel D2 will be reserved for structured parking.
- As proposed, the project is expected to produce the following results:
 1. 1,327 housing units (about 1.2 million sq. ft. of residential space) and of which 526 units (or 40%) will be affordable to households earning less than 150% of AMI.
 2. 1,231,091 sq. ft. of office space, 248,931 sq. ft. of retail space as well as 202,500 sq. ft. of PDR space.
 3. 983,876 sq. ft. of structured parking.
 4. Over 8 acres of parks and open space.
- Within the constraints set by the MR-SUD, the developer has some discretion about how much housing and office space could be built depending upon the market conditions.

Map of Block Parcel Areas



Area Map of Existing Structures

8



Rendering of the Project Area as Proposed

9



Source: <http://sfport.com/missionrock>

- The proposed MR-SUD development is expected to affect the local economy in three major ways:
 1. The re-zoning of Seawall Lot 337 will greatly expand the potential development capacity on the site, leading to an increase in housing, retail and office space. This will put downward pressure on prices and rents for residential and commercial real estate across the city, making it more attractive for residents and businesses.
 2. The investment activity following the rezoning and development agreement will generate additional construction activity.
 3. The direct value of the subsidy associated with the on-site affordable housing will both help to alleviate the housing burden of low-income households, and increase consumer spending in the local economy.
- These changes were modelled by estimating how much more development could be accommodated under the re-zoning, compared to the existing zoning.
- Since the new development could occur in different ways, we examine scenarios: one maximizing housing, one maximizing office development, and one reflecting the mid-point average of proposed development agreement.
- These scenarios, and the baseline development potential under the current zoning, are described in more detail on the next page.

Development Baseline and Scenarios

11

- Since most of the site is currently zoned for open space, our baseline scenario assumes that only PDR space could be built under the existing M-2 zoning due to state public trust law prohibiting any residential space on Pier 48.
- Scenario 1 (High Residential) assumes the site would maximize residential development per requirements of the parcels designated as residential mixed-use, commercial mixed-use, flex commercial or residential mixed use. This scenario can be found in Table 2-5 of the draft EIR report.
- Scenario 2 (High Commercial) assumes the site would maximize commercial development per requirements of the parcels designated as residential mixed-use, commercial mixed-use, flex commercial or residential mixed use. Similarly, this scenario can be found in Table 2-5 of the draft EIR report.
- Scenario 3 (Mid-Point) reflects the project as proposed under the development agreement.
- The table on the next page indicates the presumed construction by type, for the baseline and each scenario relative to the baseline.

Difference in Potential Development Capacity

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Land Uses	Existing Zoning Potential	High Residential	High Commercial	Mid-Point as Proposed	Scenario 1: High Residential - Existing (Potential Diff)	Scenario 2: High Commercial - Existing (Potential Diff)	Scenario 3: Mid-Point - Existing (Potential Diff)
Residential (gsf)	0	1,600,000	1,100,000	1,200,000	1,600,000	1,100,000	1,200,000
<i>Total Units</i>	0	1,600	1,000	1,327	1,600	1,000	1,327
<i>BMR Units*</i>	0	288	400	531	288	400	531
Office (gsf)	0	972,200	1,400,000	1,231,091	972,200	1,400,000	1,231,091
Retail (gsf)	0	241,200	244,800	248,931	241,200	244,800	248,931
PDR (gsf)	345,029	208,700	208,700	202,500	-136,329	-136,329	-142,529
Total (gsf)	345,029	3,022,100	2,953,500	2,882,522	2,677,072	2,608,472	2,537,494

* Scenario 1 assumes 18% inclusionary housing requirement, whereas scenarios 2 and 3 reflect the project's commitment to 40%, due to higher commercial development that can support those BMR units. However, it may be possible to achieve higher inclusionary housing under scenario 1 through a different negotiated agreement, if development revenue and cost conditions change significantly in the future.

Impact of New Housing

13

- An increase in the housing supply will put downward pressure on residential rents and home prices in San Francisco.
- The proposed re-zoning and development agreement have a potential to expand the city's housing development capacity anywhere from a gain of 1,600 units under Scenario 1 to 1,000 units under Scenario 2. The project as proposed (Scenario 3) would result in net increase of 1,327 housing units.
- The OEA estimates that the expanded development capacity created by the re-zoning would result in decline in housing prices in the range of 0.6% to 0.4% than they would have been otherwise (see page 16).

Impact of Affordable Housing Subsidy

14

- Increasing the number of subsidized housing units will particularly benefit low-income households, who experience higher housing burdens than higher-income households in the city.
- The OEA estimates (see page 12) that the affordable housing supply could increase between 288 units (Scenario 1) to 531 units (Scenario 3).
- The OEA further estimates that at build-out (see page 16), these additional affordable units would reduce low-income housing payments by \$2.0 million, \$2.8 million and \$3.7 million for Scenarios 1, 2 and 3, respectively.

- Increase in the non-residential supply will put downward pressure on commercial office, retail and PDR rents in San Francisco.
- Under the high residential scenario (Scenario 1) the city's office space is expected to increase by about 1.0 million square feet; whereas under the high commercial scenario (Scenario 2), the office space is expected to increase by 1.4 million square feet.
- Given the amount of non-residential space that may be developed, including office, retail, and PDR space, the OEA similarly projects a decline in non-residential rents citywide by 0.9%, 1.3%, and 1.1% under scenarios 1, 2, and 3, respectively. These rent declines reflect a combined weighted average rent decline for office, retail and PDR space under each scenario.
- This citywide decline in rents due to added space will result in total citywide rent savings for the commercial space by \$103 million, \$144 million, and \$128 million, under scenario 1, 2 and 3, respectively.

REMI Model Inputs

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- The OEA uses the REMI model to simulate the impact of the proposed re-zoning and development agreement on the city's economy. The simulation inputs are shown below.

	Maximum Residential (Scenario 1)	Maximum Commercial (Scenario 2)	Mid-Point (Scenario 3)
Housing Price Change	-0.6%	-0.4%	-0.5%
Affordable Housing Subsidy Value (\$ million)	\$2.0	\$2.8	\$3.7
Value of Residential Investment (\$ million)	\$1,280	\$800	\$1,061
Value of Non-Residential Investment (\$ million)	\$800	\$1,123	\$996
Change in Rent for Office Space (\$ million)	-\$93	-\$134	-\$118
Change in Rent for Retail Space (\$ million)	-\$12	-\$12	-\$12
Change in Rent for PDR Space (\$ million)	+2	+\$2	+\$2

Economic Impact Assessment

17

- The project was assumed to develop over a twenty-year period, from 2019-2038. The impacts as of 2038, for each Scenario, are shown in the table below. These impacts reflect the total city-wide impacts when compared with the baseline.

	Maximum Residential (Scenario 1)	Maximum Commercial (Scenario 2)	Mid-Point (Scenario 3)
Citywide Employment Change	1,370	1,245	1,347
Citywide Population Change	2,723	2,158	2,501
GDP Change (\$2017, million)	246	234	247
Disposable Personal Income Per Capita (\$2017)	+\$24	+\$20	+\$23
Housing Price Change	-0.28%	-0.11%	-0.20%
Real Disposable Personal Income Per Capita (reflecting housing price change) (\$2017)	+\$43	+\$26	+\$35

- The proposed Mission Rock SUD rezoning and the associated development agreement will expand the city's economy, by accommodating the city's growing demand for housing and office space.
- Jobs, population, the city's GDP, and average per capita income for San Francisco residents are all expected to rise as a result of the proposed legislation under each alternative scenario.
- The economic impact as measured by GDP will be slightly higher under the scenario 3 (project as proposed) when compared to high residential scenario (scenario 1)
- However, employment growth will be slightly higher under the high residential scenario (scenario 1) due to higher level of total capital investment and the longer-term benefit of lower housing prices.
- Similarly, disposable per capita income (adjusted for housing price decline) will be higher under high residential scenario compared to either high commercial or project as proposed scenarios.

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SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. 20018

HEARING DATE: OCTOBER 5, 2017

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Reception:
415.558.6378

<i>Case No.:</i>	2013.0208 ENV	
<i>Project Name:</i>	Mission Rock (aka Seawall Lot 337 and Pier 48 Mixed-Use Project)	Fax: 415.558.6409
<i>Existing Zoning:</i>	Mission Bay Open Space (MB-OS); M-2 (Heavy Industrial) Zoning District; Mission Rock Height and Bulk Districts	Planning Information: 415.558.6377
<i>Block/Lot:</i>	8719/ 006; 9900/048	
<i>Proposed Zoning:</i>	Mission Rock Mixed-Use District / Mission Rock Special Use District; Mission Rock Height and Bulk District	
<i>Project Sponsor:</i>	Port of San Francisco and SWL 337 Associates, LLC	
<i>Staff Contact:</i>	Mat Snyder – (415) 575-6891 mathew.snyder@sfgov.org	

ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, INCLUDING FINDINGS OF FACT, FINDINGS REGARDING SIGNIFICANT IMPACTS AND SIGNIFICANT AND UNAVOIDABLE IMPACTS, EVALUATION OF MITIGATION MEASURES AND ALTERNATIVES, AND A STATEMENT OF OVERRIDING CONSIDERATIONS RELATED TO APPROVALS FOR THE MISSION ROCK (AKA SEAWALL LOT 337 AND PIER 48 MIXED-USE PROJECT) (“PROJECT”), LOCATED ON ASSESSOR’S BLOCK 8719 LOT 006 AND BLOCK 9900 LOTS 048.

PREAMBLE

The project sponsor, Seawall Lot 337 Associates, LLC, applied for environmental review of a mixed-use phased development at Seawall Lot 337, and rehabilitation and reuse of Pier 48 (“Project”) on May 31, 2013.

The Project is located on an approximately 28-acre project site that consists of the following: the 14.2-acre Seawall Lot 337; the 0.3-acre strip of land on the south side of Seawall Lot 337, referred to as Parcel P20; the 6.0-acre Pier 48; the existing 2.2-acre China Basin Park; and 5.4 acres of streets and access areas within or adjacent to the boundaries of Seawall Lot 337 and Pier 48. The project site is adjacent to the Mission Bay neighborhood of the city and the Mission Bay South Redevelopment Area. The site is currently used for open space (China Basin Park); a surface parking lot (Seawall Lot 337 and P20); and indoor parking, storage, warehouse uses and special events (Pier 48).

The Project would include 2.7 to 2.8 million gross square feet (“gsf”) of mixed-uses on 11 proposed development blocks on Seawall Lot 337, with building heights ranging from 90 feet to a maximum of 240 feet. The mixed use development would comprise approximately 1.1 to 1.6 million gsf of residential uses (estimated at 1,000 to 1,600 units, consisting of both market-rate and affordable housing), approximately 972,000 to 1.4 million gsf of commercial uses, and 241,000 to 244,800 gsf of active/retail uses on the lower floors of each block. Additionally, the Project would include approximately 1.1 million gsf of

aboveground and underground parking (approximately 3,100 parking spaces) and rehabilitation of 242,500 gsf of space within Pier 48 to provide industrial, restaurant, active/retail, tour, exhibition, and meeting space for reuse by an industrial use, specifically analyzed as a proposed brewery. The Project would also include a total of approximately 8.0 acres of open space. The Project is more particularly described in Attachment A.

Pursuant to and in accordance with the requirements of Section 21094 of CEQA and Sections 15063 and 15082 of the CEQA Guidelines, the San Francisco Planning Department, as lead agency, published and circulated a Notice of Preparation ("NOP") on December 11, 2013, that solicited comments regarding the scope of the environmental impact report ("EIR") for the proposed project. The NOP and its 30-day public review comment period were advertised in a newspaper of general circulation in San Francisco and mailed to governmental agencies, organizations and persons interested in the potential impacts of the proposed project. The Planning Department held a public scoping meeting on January 13, 2014, in the Bayside Room at the Port of San Francisco, Pier 1, The Embarcadero.

During the approximately 51-day public scoping period that ended on January 31, 2014, the Planning Department accepted comments from agencies and interested parties who identified environmental issues that should be addressed in the EIR. On the basis of public comments submitted in response to the NOP and at the public scoping meeting, the Planning Department found that potential areas of controversy and unresolved issues for the proposed project included: consistency of the Project with the Mission Bay Plan, the San Francisco Waterfront Plan, and the Mission Bay development guidelines; potential impacts along specific viewpoints, the waterfront and surrounding areas; the scale and height of the proposed project and the future use of Parcel P20; provision of affordable housing and population density; potential impacts on submerged cultural resources in the project area; increases in traffic and traffic congestion, connections to the City's transportation network, lack of public transportation in the area, pedestrian safety, traffic during game days, fair share contributions, and potential impacts of increased traffic on emergency vehicle delay; potential noise impacts from additional residents; potential greenhouse gas ("GHG") impacts, adequate mitigation measures for GHG impacts, and inclusion of a GHG emissions analysis consistent with Assembly Bill 32, the California Global Warming Solutions Act; potential shadow impacts along the waterfront, China Basin Park, and the proposed Mission Rock Square; potential impacts on loss of green space, and preservation of public lands for public and recreational use; adequacy of water and sewer systems with the addition of the proposed project, including a Water Supply Assessment; and potential impacts on the marine environment, as well as state- and federally listed species, and pile-driving impacts on fish, birds, and mammals. Comments received during the scoping process also were considered in preparation of the Draft EIR.

In June 2014, subsequent to the publication of the NOP, the City's voters approved Proposition B (Voter Approval for Waterfront Development Height Increases), which states that voter approval is required for any height increases on property, such as the project site, within the jurisdiction of the Port of San Francisco. Accordingly, on November 3, 2015, the City's voters approved Proposition D (the Mission Rock Affordable Housing, Parks, Jobs, and Historic Preservation Initiative), which amended the height and bulk restrictions for the project site by establishing the Mission Rock Height and Bulk District. Under Proposition D, the proposed heights for buildings on some of the proposed development blocks are lower than originally contemplated in the NOP, and there have been no increases in the height, density or intensity of development for the proposed Project since publication of the NOP.

To allow for flexibility to respond to future market demands and conditions, the project sponsor proposes flexible zoning and land uses on 3 of the 11 proposed development blocks on Seawall Lot 337. Specifically, Blocks H, I, and J are proposed to be designated to allow either residential or commercial as

the predominant use above the lower-floor active/retail uses. The project sponsor would determine the primary land uses of the three flexible zoning blocks above the lower floor (i.e., residential or commercial) at the time of filing for design approvals for block development proposals. These flexible blocks are analyzed in the EIR as ranges and land use assumptions (High Commercial or High Residential).

The San Francisco Planning Department then prepared the Draft EIR, which describes the Project and the environmental setting, analyzes potential impacts, identifies mitigation measures for impacts found to be significant or potentially significant, and evaluates project variants and alternatives to the Draft EIR Project. The Draft EIR assesses the potential construction and operational impacts of the Project on the environment, and the potential cumulative impacts associated with the Project in combination with other past, present, and future actions with potential for impacts on the same resources. The analysis of potential environmental impacts in the Draft EIR utilizes significance criteria that are based on the San Francisco Planning Department Environmental Planning Division guidance regarding the environmental effects to be considered significant. The Environmental Planning Division's guidance is, in turn, based on CEQA Guidelines Appendix G, with some modifications.

The Planning Department published a Draft EIR for the project on April 26, 2017, and circulated the Draft EIR to local, state, and federal agencies and to interested organizations and individuals for public review. On April 26, 2017, the Planning Department also distributed notices of availability of the Draft EIR; published notification of its availability in a newspaper of general circulation in San Francisco; posted the notice of availability at the San Francisco County Clerk's office; and posted notices at locations within the project area. The Planning Commission held a public hearing on June 1, 2017, to solicit testimony on the Draft EIR during the public review period. The Draft EIR public review period ended on June 12, 2017. A court reporter, present at the public hearing, transcribed the oral comments verbatim, and prepared written transcripts. The Planning Department also received written comments on the Draft EIR, which were sent through mail, fax, hand delivery, or email.

The San Francisco Planning Department then prepared the Comments and Responses ("C&R"). The C&R document was published on September 21, 2017, and includes copies of all of the comments received on the Draft EIR and written responses to each comment.

The C&R document provided additional, updated information, clarification and modifications on issues raised by commenters, as well as Planning Department staff-initiated text changes to the Draft EIR. The Final EIR, which includes the Draft EIR, the C&R document, the Appendices to the Draft EIR and C&R document, and all of the supporting information, has been reviewed and considered. The C&R documents and appendices and all supporting information do not add significant new information to the Draft EIR that would individually or collectively constitute significant new information within the meaning of Public Resources Code Section 21092.1 or CEQA Guidelines Section 15088.5 so as to require recirculation of the Final EIR (or any portion thereof) under CEQA. The C&R documents and appendices and all supporting information contain no information revealing (1) any new significant environmental impact that would result from the Project or from a new mitigation measure proposed to be implemented, (2) any substantial increase in the severity of a previously identified environmental impact, (3) any feasible project alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen the environmental impacts of the Project, but that was rejected by the project sponsor, or (4) that the Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

On October 5, 2017, the Planning Commission by Motion No. 20017, found that the Final EIR was adequate, accurate, and objective, reflected the independent judgment of the Planning Commission and that the C&R document contains no significant revisions to the Draft EIR, and adopted findings of significant impact associated with the Project and certified the completion of the Final EIR for the Project in compliance with CEQA, and the CEQA Guidelines and Chapter 31.

The Planning Department prepared proposed Findings, as required by CEQA, regarding the alternatives, mitigation measures and significant impacts analyzed in the Final EIR and overriding considerations for approving the Project and a proposed mitigation monitoring and reporting program ("MMRP"), attached as Exhibit 1 to Attachment A, which material was made available to the public and this Planning Commission for the Planning Commission's review, consideration and actions.

The Commission, in certifying the FEIR, found that the Project described in the FEIR will have the following significant and unavoidable environmental impacts:

- The proposed Project would result in an adverse impact by increasing ridership by more than 5 percent on two individual Muni routes that exceed 85 percent capacity utilization under baseline conditions.
- The proposed Project would result in an adverse impact related to a substantial increase in transit delays on Third Street between Channel Street and Mission Rock Street.
- The proposed Project would have significant impacts on pedestrian safety at the unsignalized intersections of Fourth Street/Mission Rock Street and Fourth Street/Long Bridge Street.
- The proposed Project would contribute considerably to a significant cumulative transit impact because it would increase ridership by more than 5 percent on one individual Muni route that would exceed 85 percent capacity utilization.
- The proposed Project would contribute considerably to significant cumulative impacts related to transit delays.
- The proposed Project would contribute considerably to significant cumulative pedestrian impacts.
- Construction of the proposed Project would generate noise levels in excess of standards or result in substantial temporary increases in noise levels.
- Operation of the proposed Project could result in the exposure of persons to or generation of noise levels in excess of the San Francisco Noise Ordinance or a substantial temporary, periodic or permanent increase in ambient noise levels in the Project vicinity, above levels existing without the Project.
- Construction of the proposed Project would expose persons to or generate excessive ground-borne vibration or ground-borne noise levels related to annoyance. Construction of the proposed Project could expose persons to or generate excessive ground-borne vibration or ground-borne noise levels related to damage to buildings.

- Construction activities for the proposed Project, in combination with other past, present, and reasonable future projects in the city, would result in a substantial temporary increase in noise or noise levels in excess of the applicable local standards.
- Construction activities associated with Project-related development, in combination with other past, present, and reasonable future projects in the city, would expose sensitive receptors to excessive ground-borne vibration related to annoyance and could result in similar impacts related to damage to buildings. (Significant and Unavoidable for Annoyance).
- Operation of the proposed Project, in combination with other past, present, and reasonable future projects in the city, would result in the exposure of persons to noise in excess of the applicable local standards or a substantial permanent ambient noise level increase in the Project vicinity.
- Construction of the proposed Project would generate fugitive dust and criteria air pollutants, which for criteria air pollutants but not fugitive dust, would violate an air quality standard, contribute substantially to an existing or projected air quality violation, or result in a cumulatively considerable net increase in criteria air pollutants. (Significant and Unavoidable with Mitigation for Criteria Air Pollutants).
- During Project operations, 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, or result in a cumulatively considerable net increase in criteria air pollutants.
- During combined Project construction and operations, 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, or result in a cumulatively considerable net increase in criteria air pollutants.
- The proposed Project's construction and operation, in combination with other past, present, and reasonable future projects, would contribute to cumulative regional air quality impacts.
- The proposed Project would alter wind in a manner that would substantially affect public areas.
- The proposed Project, in combination with past, present, and reasonably foreseeable future projects, would alter wind in a manner that would substantially affect public areas.

The Planning Commission Secretary is the custodian of records for the Planning Department materials, located in the File for Case No. 2013.0208ENV, at 1650 Mission Street, Fourth Floor, San Francisco, California.

On October 5, 2017, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting and adopted this Motion No. 20018, adopting CEQA findings, including a Statement of Overriding Considerations, and adopting an MMRP, and adopted other Motions and Resolutions with respect to the Project.

On October 5, 2017, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the various approvals necessary to implement the Project, including, but not limited to, Planning Code Text and Zoning Map Amendments, approval of the Mission Rock Design

Controls document, approval of a Development Agreement and made findings of General Plan consistency. (See Planning Commission Resolution and Motions numbers 20019, 20020, and 20021. The Planning Commission makes these findings and adopts the MMRP as part of each and all of these approval actions.

MOVED, that the Planning Commission has reviewed and considered the Final EIR and the record associated therewith, including the comments and submissions made to this Planning Commission and the Planning Department's responses to those comments and submissions, and based thereon, hereby adopts the Project Findings required by CEQA attached hereto as Attachment A including a statement of overriding considerations, and adopts the MMRP, included as Exhibit 1 to Attachment A, as a condition of approval for each and all of the approval actions set forth in the Resolutions and Motions described above.

I hereby certify that the Planning Commission **ADOPTED** the foregoing Motion on Thursday, October 5, 2017.



Jonas P. Ionin
Commission Secretary

AYES: Hillis, Richards, Fong, Johnson, Koppel, Melgar, Moore

NAYS: None

ABSENT: None

ADOPTED: October 5, 2017



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Resolution No. 20019

HEARING DATE: OCTOBER 5, 2017

Case No.: 2013.0208 ENV/PCA/MAP/DVA
Project Name: Mission Rock (aka Seawall Lot 337 / Pier 48)
Existing Zoning: Mission Bay Open Space (MB-OS); M-2 (Heavy Industrial) Zoning District; Mission Rock Height and Bulk District
Block/Lot: 8719/ 006; 9900/048
Proposed Zoning: Mission Mixed-Use Zoning District / Mission Rock Special Use District; Mission Rock Height and Bulk District
Project Sponsor: Port of San Francisco and SWL 337 Associates, LLC
Staff Contact: Mat Snyder – (415) 575-6891
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RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE AMENDMENTS TO THE PLANNING CODE TO ESTABLISH THE MISSION ROCK MIXED-USE DISTRICT, THE MISSION ROCK SPECIAL USE DISTRICT, ALONG WITH OTHER RELATED MINOR CHANGES TO ARTICLE 2 AND ARTICLE 9 OF THE PLANNING CODE; AND BY AMENDING ZONING MAP ZN 08 BY DESIGNATING ASSESSOR'S BLOCK AND LOT: 8719/ 006 AND 9900/-48 AS PART OF THE MISSION ROCK MIXED-USE DISTRICT AND BY AMENDING SPECIAL USE DISTRICT MAP SD 08 BY DESIGNATING ASSESSOR'S BLOCK AND LOTS: 8719/ 006 AND 9900/048 AS PART OF THE MISSION ROCK SPECIAL USE DISTRICT; ADOPT FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1 AND FINDINGS UNDER PLANNING CODE SECTION 302, AND INCORPORATING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, on September 5, 2017, Mayor Edwin Lee and Supervisor Jane Kim introduced an ordinance (Board File 170940) for Planning Code Text Amendments to establish the Mission Rock Mixed-Use District and the Mission Rock Special Use District (herein "SUD"), and for Planning Code Map Amendments by amending Zoning Map ZN08 by designating Assessor's Block and Lot: 8719/006 as part of the Mission Rock Mixed-Use District and by amending Special Use District Map SD08 by designating assessor's block and lots: 8719/ 006 and 9900/048 to the Mission Rock SUD.

WHEREAS, pursuant to Planning Code Section 302(b), on September 5, 2017, the San Francisco Board of Supervisors initiated these Planning Code Text and Map Amendments.

WHEREAS, these Planning Code Text and Map Amendments would enable the Project. The Project includes new market-rate and affordable residential uses, commercial uses, retail, light industrial uses, parking, shoreline improvements, infrastructure development and street improvements, and public open space. Depending on the uses proposed, the Project would include approximately 1.1. to 1.6 million gross square feet (gsf) of residential uses (estimated as between 1,000 to 1,600 residential units) (of which 40% will be below market rate), approximately 972,000 to 1.4 million gsf of commercial-office uses, and a maximum of approximately 245,000 gsf of retail uses. The Project also includes construction of transportation and circulation improvements, new and upgraded utilities and infrastructure, geotechnical

and shoreline improvements, up to 3,000 off-street parking spaces in one or two new garages and 100 spaces elsewhere throughout the site. The Project is more comprehensively described in the Seawall Lot 337 and Pier 48 Mixed-Use Project Draft EIR.

WHEREAS, the Project would construct new buildings that would range in height from 90 to 240 feet, as is consistent with Proposition D which was passed by the voters of San Francisco in November 2015.

WHEREAS, these Planning Code Text Amendments would establish the Mission Rock Mixed Use District and Mission Rock SUD, which would outline the land use controls for the Project site.

WHEREAS, these Planning Code Map Amendments would designate the newly created Mission Rock Mixed-Use District and the Mission Rock Special Use District to the Project Site; the newly created SUD outline the land use controls for the Project site.

WHEREAS, this Resolution approving these Planning Code Text and Map Amendments is a companion to other legislative approvals relating to the Project, including approval of the Mission Rock Design Controls document, and recommendation for approval of the Development Agreement.

WHEREAS, as part of the implementation of the Project, the Office of Community Investment and Infrastructure (OCII) will consider removing certain property identified as Mission Bay Parcel P20 (a 0.3-acre, approximately 20-foot-wide strip of land adjacent to the south side of Seawall Lot 337, along the north side of Mission Rock Street) from the Mission Bay South Redevelopment Plan, and such removal would be part of the Project implementation as described in the Development Agreement. Parcel P20 is currently subject to the Mission Bay South Redevelopment Plan and is designated in that plan as a small open-space buffer. When it adopted AB 2797, the state legislature recognized the need to remove P20 from the Redevelopment Plan, on the basis that "the revitalization of Seawall Lot 337 . . . is of particular importance to the state." As such, AB 2797 calls for the amendment of the Redevelopment Plan to remove P20 without State-level review under Health & Safety Code Sections 34163(c)-(f) and 34164(a) and (b).

WHEREAS, on October 5, 2017, the Planning Commission reviewed and considered the Final EIR for the Mission Rock Project ("FEIR") and found the FEIR to be adequate, accurate and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and certified the FEIR for the Project in compliance with the California Environmental Quality Act ("CEQA"), the CEQA Guidelines and Chapter 31 by Motion No. 20017.

WHEREAS, on October 5, the Commission by Motion No. 20018 approved CEQA Findings, including adoption of a Mitigation Monitoring and Reporting Program (MMRP), under Case No. 2013.0208ENV, for approval of the Project, which findings and MMRP are incorporated by reference as though fully set forth herein.

WHEREAS, on October 5, 2017, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the proposed Planning Code Text and Map Amendments and has considered the information included in the File for these Amendments, the staff reports and presentations, public testimony and written comments, as well as the information provided about the Project from other City departments.

WHEREAS, a draft ordinance, substantially in the form attached hereto as Exhibit A, approved as to form, including those minor changes to Exhibit A as provided by staff on September 28, 2017, would

establish the Mission Rock Mixed Use District, Mission Rock SUD, and make other related Planning Code Text and Map amendments.

NOW THEREFORE BE IT RESOLVED, that the Planning Commission hereby finds that the Planning Code Text Amendments and Zoning Map Amendments promote the public welfare, convenience and necessity for the following reasons:

1. The Amendments would help implement the Mission Rock Mixed-Use Project development, thereby evolving currently under-utilized surface parking lot for needed housing, commercial space, and parks and open space.
2. The Amendments would help implement the Mission Rock Mixed-Use Project, which in turn will provide employment opportunities for local residents during construction and post-occupancy, as well as community facilities and parks for new and existing residents.
3. The Amendments would help implement the Mission Rock Mixed-Use Project by enabling the creation of a mixed-use and sustainable neighborhood, with fully rebuilt infrastructure. The new neighborhood would improve the site's multi-modal connectivity to and integration with the surrounding City fabric, and connect existing neighborhoods to the City's waterfront.
4. The Amendments would enable the construction of a new vibrant, safe, and connected neighborhood, including new parks and open spaces. The Amendments would help ensure a vibrant neighborhood with active streets and open spaces, high quality and well-designed buildings, and thoughtful relationships between buildings and the public realm, including the waterfront.
5. The Amendments would enable construction of new housing, including new on-site affordable housing, and new retail and manufacturing uses. These new uses would create a new mixed-use neighborhood that would strengthen and complement nearby neighborhoods.
6. The Amendments would facilitate the preservation and rehabilitation of Pier 48 - an important historic resource listed in the National Register of Historic Places.

AND BE IT FURTHER RESOLVED, that the Planning Commission finds the Planning Code Text and Map Amendments are in general conformity with the General Plan and Planning Code Section 101.1 as set forth below.

AND BE IT FURTHER RESOLVED, that the Planning Commission finds the Project and its approvals associated therein, including the amendment to the Mission Bay South Redevelopment Plan to remove Parcel P20 from that Plan, all as more particularly described in Exhibits B and C to the Development Agreement on file with the Planning Department in Case No. 2013.0208DVA, are on balance consistent with the Objectives and Policies of the General Plan, as described herein as follows:

HOUSING ELEMENT

OBJECTIVE 1

IDENTIFY AND MAKE AVAILABLE FOR DEVELOPMENT ADEQUATE SITES TO MEET THE CITY'S HOUSING NEEDS, ESPECIALLY PERMANENTLY AFFORDABLE HOUSING.

POLICY 1.1

Plan for the full range of housing needs in the City and County of San Francisco, especially affordable housing.

POLICY 1.8

Promote mixed use development, and include housing, particularly permanently affordable housing, in new commercial, institutional or other single use development projects.

POLICY 1.10

Support new housing projects, especially affordable housing, where households can easily rely on public transportation, walking and bicycling for the majority of daily trips.

The Project is a mixed-use development with approximately 1.1 to 1.6 million gsf of residential uses (estimated at between 1,100 and 1,600 dwelling units) at full project build-out, which will provide a wide range of housing options. As detailed in the Development Agreement, the Project substantially exceeds the inclusionary affordable housing requirements of the Planning Code, through a partnership between the developer and the City to reach a 40% affordable level.

OBJECTIVE 11

SUPPORT AND RESPECT THE DIVERSE AND DISTINCT CHARACTER OF SAN FRANCISCO'S NEIGHBORHOODS.

POLICY 11.1

Promote the construction and rehabilitation of well-designed housing that emphasizes beauty, flexibility, and innovative design, and respects existing neighborhood character.

POLICY 11.2

Ensure implementation of accepted design standards in project approvals.

POLICY 11.7

Respect San Francisco's historic fabric, by preserving landmark buildings and ensuring consistency with historic districts.

The Project, as described in the Development Agreement and controlled in the Design Controls (DC), includes a program of substantial community benefits and detailed plans designed to create a vibrant new mixed-use amenity-rich neighborhood at the location of an existing surface parking lot. The new neighborhood will feature small blocks and well-articulated buildings with a human scale modeled off of features characteristic of San Francisco neighborhoods. Through the standards and guidelines in the DC and through the Development Agreement (DA), the Project Sponsor has committed to the rehabilitation of Pier 48 pursuant to the Secretary of Interior Standards.

OBJECTIVE 12

BALANCE HOUSING GROWTH WITH ADEQUATE INFRASTRUCTURE THAT SERVES THE CITY'S GROWING POPULATION.

POLICY 12.1

Encourage new housing that relies on transit use and environmentally sustainable patterns of movement.

POLICY 12.2

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

The Project appropriately balances housing with new and improved infrastructure and related public benefits.

The project site is located proximate to both major regional and local public transit, including Muni Metro and Caltrain. The Project includes incentives for the use of transit, walking and bicycling through its TDM program. In addition, the Project's streetscape design would enhance vehicular, bicycle and pedestrian access and connectivity through the site. Therefore, new residential and commercial buildings constructed as part of the Project would rely on transit use and environmentally sustainable patterns of movement.

The Project will provide over eight acres of new open space for a variety of activities, including an expanded China Basin Park, a central town square-like space, a waterfront wharf, and other small plazas and pedestrian connections throughout.

The Project includes substantial contributions related to quality of life elements such as open space, affordable housing, transportation improvements, childcare, public art, workforce development, youth development, and historic preservation.

COMMERCE AND INDUSTRY ELEMENT

OBJECTIVE 1

MANAGE ECONOMIC GROWTH AND CHANGE TO ENSURE ENHANCEMENT OF THE TOTAL CITY LIVING AND WORKING ENVIRONMENT.

POLICY 1.1

Encourage development which provides substantial net benefits and minimizes undesirable consequences. Discourage development which has substantial undesirable consequences that cannot be mitigated.

The Project is intended to provide a distinct mixed-use development with residential, office, retail, cultural, and open space uses. The Project would leverage the Project site's location on the waterfront and close proximity to major regional and local public transit by building a dense mixed-use development that allows people to work and live close to transit. The Project would incorporate varying heights, massing and scale, maintaining a strong human-scaled streetwall along streets, and focused attention around public open spaces. The Project would create a balanced commercial center with a continuum of floorplate sizes for a range of users, substantial new on-site open space, and sufficient density to support and activate the new active ground floor uses and open space in the Project.

The Project would help meet the job creation goals established in the City's Economic Development Strategy by generating new employment opportunities and stimulating job creation across all sectors. The Project would also construct high-quality housing with sufficient density to contribute to 24-hour activity on the Project site, while offering a mix of unit types, sizes, and levels of affordability to accommodate a range of potential residents. The Project would facilitate a vibrant, interactive ground plane for Project and neighborhood residents, commercial users, and the public, with public spaces that could accommodate a variety of events and programs, and adjacent ground floor building spaces that include elements such as transparent building frontages and large, direct access points to maximize circulation between, and cross-activation of, interior and exterior spaces.

OBJECTIVE 2

MAINTAIN AND ENHANCE A SOUND AND DIVERSE ECONOMIC BASE AND FISCAL STRUCTURE FOR THE CITY.

POLICY 2.1

Seek to retain existing commercial and industrial activity and to attract new such activity to the city.

See above (Commerce and Industry Element Objective 1 and Policy 1.1) which explain the Project's contribution to the City's overall economic vitality.

OBJECTIVE 3

PROVIDE EXPANDED EMPLOYMENT OPPORTUNITIES FOR CITY RESIDENTS, PARTICULARLY THE UNEMPLOYED AND ECONOMICALLY DISADVANTAGED.

POLICY 3.2

Promote measures designed to increase the number of San Francisco jobs held by San Francisco residents.

The Project would help meet the job creation goals established in the City's Economic Development Strategy by generating new employment opportunities and stimulating job creation across all sectors. The Project will provide expanded employment opportunities for City residents at all employment levels, both during and after construction. The Development Agreement, as part of the extensive community benefit programs, includes a Workforce Development Plan, including a local hire participation level of 30% per trade. Vertical developers will contribute \$1,000,000 to OEWD in 11 parcel-by-parcel installments. Half of the funds will support community-based organizations that provide barrier removal services and job readiness training for individuals within at-risk populations, and half will support city programs that provide job training for local residents.

OBJECTIVE 6

MAINTAIN AND STRENGTHEN VIABLE NEIGHBORHOOD COMMERCIAL AREAS EASILY ACCESSIBLE TO CITY RESIDENTS.

POLICY 6.1 *Ensure and encourage the retention and provision of neighborhood-serving goods and services in the city's neighborhood commercial districts, while recognizing and encouraging diversity among the districts.*

POLICY 6.2

Promote economically vital neighborhood commercial districts which foster small business enterprises and entrepreneurship and which are responsive to economic and technological innovation in the marketplace and society

POLICY 6.4

Encourage the location of neighborhood shopping areas throughout the city so that essential retail goods and personal services are accessible to all residents.

POLICY 6.5

Discourage the creation of major new commercial areas except in conjunction with new supportive residential development and transportation capacity.

POLICY 6.7

Promote high quality urban design on commercial streets.

The Project meets and furthers the Objectives and Policies of the Commerce and Industry Element by reinforcing the typical San Francisco pattern of including resident serving uses along with mixed-use development. The Amendments will generally permit small-scale retail and community-related uses throughout the site by requiring it at key locations along China Basin Park and along the pedestrian-oriented "Shared Public-Way." The Project calls for neighborhood commercial and other retail be established in a pedestrian-oriented active environment typical of San Francisco neighborhoods and specifically called for in the Commerce and Industry Element. The provision of retail space will provide entrepreneurial opportunities for local residents and workers. As noted above, streets will be designed to Better Streets standards with the particular goal of assuring an active and engaging environment for pedestrians.

TRANSPORTATION ELEMENT

OBJECTIVE 2

USE THE TRANSPORTATION SYSTEM AS A MEANS FOR GUIDING DEVELOPMENT AND IMPROVING THE ENVIRONMENT.

POLICY 2.1

Use rapid transit and other transportation improvements in the city and region as the catalyst for desirable development, and coordinate new facilities with public and private development.

POLICY 2.5

Provide incentives for the use of transit, carpools, vanpools, walking and bicycling and reduce the need for new or expanded automobile and automobile parking facilities.

The Project is located along Third Street and the Muni T-Line, whose service will substantially expand in the near future with the opening of the Central Subway. The Project is also in close proximity to the San Francisco Caltrain station along with other major bus lines. The Project includes a detailed TDM program, including various performance measures, physical improvements and monitoring and enforcement measures designed to create incentives for

transit and other alternative to the single occupancy vehicle for both residential and commercial buildings. In addition, the Project's design, including its streetscape elements, is intended to promote and enhance walking and bicycling.

OBJECTIVE 23

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

POLICY 23.1

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

POLICY 23.2

Widen sidewalks where intensive commercial, recreational, or institutional activity is present, sidewalks are congested, where sidewalks are less than adequately wide to provide appropriate pedestrian amenities, or where residential densities are high.

POLICY 23.6

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

The Project will establish a new tight-knit street network on the project site, and will provide pedestrian improvements and streetscape enhancement measures as described in the DC and reflected in the mitigation measures, the Transportation Plan, and in the Development Agreement. The Project would establish two new north-south rights-of-way and three new east-west rights-of-way through the site, increasing the sites connectivity and access. All streets will be constructed to Better Street standards; the transportation network will include robust bike facilities and will improve and complete a missing link in the Bay Trail and Blue Greenway.

URBAN DESIGN ELEMENT

OBJECTIVE 1

EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION.

POLICY 1.1

Recognize and protect major views in the city, with particular attention to those of open space and water.

As explained in the DC, the Project is very carefully designed with particular emphasis on assuring a vibrant and engaging pedestrian realm. Buildings are to be scaled and shaped specific to their immediate context by assuring streetwalls are well proportioned relative to adjacent streets and open spaces. The Project's proposed tallest buildings will be sited at key locations to mark important gateway locations assuring that the buildings taken together create a dynamic skyline. The overall heights of the project are harmonious with and complementary to the overall city skyline when viewed from various distances.

POLICY 1.2

Recognize, protect and reinforce the existing street pattern, especially as it is related to topography.

POLICY 1.3

Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts.

POLICY 1.5

Emphasize the special nature of each district through distinctive landscaping and other features.

POLICY 1.6

Make centers of activity more prominent through design of street features and by other means.

POLICY 1.7

Recognize the natural boundaries of districts, and promote connections between districts.

POLICY 2.9

Review proposals for the giving up of street areas in terms of all the public values that streets afford.

POLICY 2.10

Permit release of street areas, where such release is warranted, only in the least extensive and least permanent manner appropriate to each case.

The Project will create a new fine-knit street network on the project site where it does not currently exist, increasing public access and circulation through the site. Buildings will be constructed between a maximum height range of 90 and 240 feet, with buildings stepping down to bases of 40 to 65 feet along streets. Building heights and urban design requirements in the DC assure that Pier 48, the site's existing historic Pier, will be respected and retain its predominance along the bayfront. The Project is envisioned as an extension and improvement to the Mission Bay neighborhood

OBJECTIVE 2

CONSERVATION OF RESOURCES WHICH PROVIDE A SENSE OF NATURE, CONTINUITY WITH THE PAST, AND FREEDOM FROM OVERCROWDING.

POLICY 2.4

Preserve notable landmarks and areas of historic, architectural or aesthetic value, and promote the preservation of other buildings and features that provide continuity with past development.

POLICY 2.5

Use care in remodeling of older buildings, in order to enhance rather than weaken the original character of such buildings.

Pier 48 will be rehabilitated to Secretary of Interior's Standards.

OBJECTIVE 3

MODERATION OF MAJOR NEW DEVELOPMENT TO COMPLEMENT THE CITY PATTERN, THE RESOURCES TO BE CONSERVED, AND THE NEIGHBORHOOD ENVIRONMENT.

POLICY 3.3

Promote efforts to achieve high quality of design for buildings to be constructed at prominent locations.

POLICY 3.4

Promote building forms that will respect and improve the integrity of open spaces and other public areas.

POLICY 3.5

Relate the height of buildings to important attributes of the city pattern and to the height and character of existing development.

POLICY 3.7

Recognize the special urban design problems posed in development of large properties.

POLICY 3.8

Discourage accumulation and development of large properties, unless such development is carefully designed with respect to its impact upon the surrounding area and upon the city.

While large in scope, the Project will be constructed in such a way to be an integral part of the San Francisco urban fabric. Blocks are being established at smaller-than-typical sizes to assure buildings are well-scaled, and that the site is permeable and accessible to all. Buildings will be shaped to assure that their fronting streetwalls are well proportioned relative to their adjacent streets and open spaces. The tallest of the site's buildings will be placed at key gateway and central locations and well-spaced to assure they work well together in adding to the City's skyline.

RECREATION AND OPEN SPACE ELEMENT

OBJECTIVE 1

ENSURE A WELL-MAINTAINED, HIGHLY UTILIZED, AND INTEGRATED OPEN SPACE SYSTEM.

POLICY 1.1

Encourage the dynamic and flexible use of existing open spaces and promote a variety of recreation and open space uses, where appropriate.

POLICY 1.7

Support public art as an essential component of open space design.

The Project would build a network of waterfront parks, playgrounds and recreational facilities on the 28-Acre Site that will greatly enhance access to and along the Bay. China Basin Park will be significantly expanded to provide a multi-use Bayfront park that provides both active and

contemplative space, while providing a space for planned community events. A central town square-like space will enable the proposed high-retail corridor to spill into open space creating an active and engaging central civic space. The Project will provide approximately eight acres of new and expanded open space for a variety of activities, including a great lawn, a small ballfield, kayak boat launches, wharf, along with small pedestrian plazas throughout. In addition, the Project would provide new private and/or common open space for the new dwelling units.

POLICY 1.12

Preserve historic and culturally significant landscapes, sites, structures, buildings and objects.

See Discussion in Urban Element Objective 2, Policy 2.4 and 2.5.

OBJECTIVE 3

IMPROVE ACCESS AND CONNECTIVITY TO OPEN SPACE.

POLICY 3.1

Creatively develop existing publicly-owned right-of-ways and streets into open space.

The Project provides approximately eight acres of new and expanded public open space and opens up new connections to the shoreline in the Mission Bay neighborhood. The Project would encourage non-automobile transportation to and from open spaces, and would ensure physical accessibility within these open spaces. The Project features robust bike facilities to both assure continuity of the Bay Trail and Blue Greenway, and improve bike access for its residents, workers, and visitors.

ENVIRONMENTAL PROTECTION ELEMENT

OBJECTIVE 1

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

Policy 1.4

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

OBJECTIVE 15

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

POLICY 15.3

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

The Project is consistent with and implements the Environmental Protection Element in that it calls for mixed-use, high density, transit-friendly, sustainable development.

The Project's approvals include a Sustainability Plan, that among other things, set goals for the Project Sponsor that include sea level resilience through the year 2100, 100% operational energy from renewable sources, 100% non-potable water met with non-potable sources, and 20% single occupancy vehicle trip reduction.

PUBLIC SAFETY ELEMENT

OBJECTIVE 2 REDUCE STRUCTURAL AND NON-STRUCTURAL HAZARDS TO LIFE SAFETY, MINIMIZE PROPERTY DAMAGE AND RESULTING SOCIAL, CULTURAL AND ECONOMIC DISLOCATIONS RESULTING FROM FUTURE DISASTERS.

POLICY 2.1 Assure that new construction meets current structural and life safety standards.

POLICY 2.3 Consider site soils conditions when reviewing projects in areas subject to liquefaction or slope instability.

POLICY 2.9 Consider information about geologic hazards whenever City decisions that will influence land use, building density, building configurations or infrastructure are made.

POLICY 2.12 Enforce state and local codes that regulate the use, storage and transportation of hazardous materials in order to prevent, contain and effectively respond to accidental releases.

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

AIR QUALITY ELEMENT

OBJECTIVE 3 DECREASE THE AIR QUALITY IMPACTS OF DEVELOPMENT BY COORDINATION OF LAND USE AND TRANSPORTATION DECISIONS.

POLICY 3.1 Take advantage of the high density development in San Francisco to improve the transit infrastructure and also encourage high density and compact development where an extensive transportation infrastructure exists.

POLICY 3.2 Encourage mixed land use development near transit lines and provide retail and other types of service oriented uses within walking distance to minimize automobile dependent development.

POLICY 3.6 Link land use decision making policies to the availability of transit and consider the impacts of these policies on the local and regional transportation system.

POLICY 3.9 Encourage and require planting of trees in conjunction with new development to enhance pedestrian environment and select species of trees that optimize achievement of air quality goals

OBJECTIVE 6 LINK THE POSITIVE EFFECTS OF ENERGY CONSERVATION AND WASTE MANAGEMENT TO EMISSION REDUCTIONS.

POLICY 6.2 *Encourage recycling to reduce emissions from manufacturing of new materials in San Francisco and the region.*

The Project is consistent with and implements the Air Quality Element in that it calls for mixed-use, high density, sustainable development that will enable efficient use of land and encourage travel by transit, bicycle and by foot, thereby reducing auto use. The Sustainability Plan and TDM Plan governing development of the Project mandate a 20% single occupancy vehicle trip reduction.

AND BE IT FURTHER RESOLVED, that the Planning Commission finds the Project and its approvals associated therein, all as more particularly described in Exhibits B and C to the Development Agreement on file with the Planning Department in Case No. 2013.0208DVA, are in general conformity with the Planning Code Section 101.1 priority policies, as follows:

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

The Project will preserve and enhance existing neighborhood serving retail uses. The Project includes adding roughly 245,000 square feet of new retail uses, that will be focused along a central pedestrian "Shared Public Way" and fronting the site's major parks. The project does not include the removal of any existing neighborhood serving retail.

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

The Project accommodates new development on land currently a surface parking lot. It would not accommodate removing or changing the character of existing residential neighborhoods. The Project includes a robust affordable housing program setting aside 40-percent of the on-site housing for below-market-rate units. The Project lays out requirements to assure the new development has characteristics of mixed-use neighborhoods throughout San Francisco, including but not limited to a fine-grained system of streets, well-modulated buildings with active frontages, and the ability to establish diverse retail and community uses where nothing exists today.

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

The Project calls for development that would have a positive effect on the City's affordable housing stock. The Project would accommodate up to 1.6 million gsf of new residential units (estimated at 1,600 new units), of which 40-percent will be designated as Below-Market Rate. There is no housing on the site today; the Project would not accommodate the removal of any existing dwelling units.

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

The Project anticipates substantial new transit service improvements along Third Street with the opening of the Central Subway in 2019, as well as substantial improvement to nearby Caltrain service through the ongoing electrification project. Streets have been designed to emphasize travel by bicycle or by foot. On-street parking is generally not proposed thereby allowing more street space to be designated for bicyclists, pedestrians, and those arriving by transit, or taxi/TNCs, as well as for deliveries. While a large centralized parking facility (up to 3,000 spaces in one or two centralized garages) is proposed, the total number of spaces site-wide would not represent a substantial net gain of spaces for the site overall from existing conditions. At present, approximately 2,900 parking spaces are on the site between Lot A and Pier 48. Only 100 parking spaces are allowed elsewhere on the site in addition to the centralized garages.

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

The Project would not adversely affect the industrial sector or service sectors. No such uses would be displaced by the Project. The Project includes the rehabilitation of Pier 48, which will provide about 250,000 gsf of new or improved space for production uses. Additional small production spaces would also be required along Terry Francois Boulevard, providing industrial space where none exists today.

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

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

7. That landmarks and historic buildings be preserved.

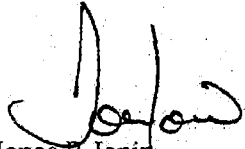
Pier 48 would be rehabilitated pursuant to the Secretary of Interior's Standards.

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

The Project would not significantly adversely affect existing open spaces or their access to sunlight and vistas. The Project includes a robust parks and open space program including the substantial expansion of China Basin Park and the establishment of two new additional parks and

other pedestrian plazas throughout. The Project includes a fine-grained network of new streets thereby assuring the site permeability and access through it.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on Thursday, October 5, 2017.



Jonas P. Ionin
Commission Secretary

AYES: Hillis, Richards, Fong, Johnson, Koppel, Melgar, Moore

NAYS: None

ABSENT: None

ADOPTED: October 5, 2017



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Resolution No. 20020

HEARING DATE: OCTOBER 5, 2017

Case No.: 2013.0208 ENV/PCA/MAP/DVA
Project Name: Mission Rock (aka Seawall Lot 337 / Pier 48)
Existing Zoning: Mission Bay Open Space (MB-OS); M-2 (Heavy Industrial) Zoning District;
Mission Rock Height and Bulk District
Block/Lot: 8719/006; 9900/048
Proposed Zoning: Mission Mixed-Use Zoning District / Mission Rock Special Use District;
Mission Rock Height and Bulk District
Project Sponsor: Port of San Francisco and San Francisco Giants
Staff Contact: Mat Snyder – (415) 575-6891
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RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND SEAWALL LOT 337 ASSOCIATES, LLC, FOR A CERTAIN REAL PROPERTY LOCATED ON SEAWALL LOT 337, PIER 48 AND MISSION BAY PARCEL 20, COMPRISED OF ASSESSOR'S BLOCKS AND LOTS: BLOCK 8719/ LOT 006 AND BLOCK 9900 / LOT 048, ALTOGETHER CONSISTING OF APPROXIMATELY 28 ACRES, FOR A 30-YEAR TERM AND ADOPTING VARIOUS FINDINGS, INCLUDING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1.

WHEREAS, Chapter 56 of the San Francisco Administrative Code sets forth the procedure by which a request for a development agreement will be processed and approved in the City and County of San Francisco.

WHEREAS, the Development Agreement would enable the Mission Rock Project. The Project includes new market-rate and affordable residential uses, commercial uses, retail, light industrial uses, parking, shoreline access improvements, infrastructure development and street improvements, and public open space. Depending on the uses proposed, the Project would include between 1.1 to 1.6 million gross square feet (gsf) of residential uses (estimated at 1,000 to 1,600 residential units) (of which 40% will be below market rate), approximately 972,000 to 1.4 million gsf of commercial-office use, and a maximum of approximately 245,000 gsf of retail use. The Project also includes construction of transportation and circulation improvements, new and upgraded utilities and infrastructure, geotechnical and shoreline improvements, up to 3,000 off-street parking spaces in one or two new garages and 100 spaces elsewhere throughout the site.

WHEREAS, in 2010, the Port of San Francisco ("Port") selected through a competitive process, the Seawall Lot 337 Associates, LLC, (an affiliate of the San Francisco Giants) to serve as master developer for the Project.

WHEREAS, in 2013, the Board of Supervisors ("Board") endorsed a Term Sheet and Development Plan for the Project, which set forth the terms of the Project.

WHEREAS, the Mission Rock Height and Bulk District was approved and established by the voters in Proposition D in 2015.

WHEREAS, the Board will be taking a number of actions in furtherance of the Project, including the approval of a disposition and development agreement ("DDA") between the City and County of San Francisco acting by and through the San Francisco Port Commission and the San Francisco Giants.

WHEREAS, the DDA includes an exhibit, referenced in the DA, that sets restrictions on when the project sponsor may seek permits to construct office space, effectively metering out the office components of the project over at least five years.

WHEREAS, these actions include the adoption of the Mission Rock Special Use District ("SUD") and its associated Design Controls document ("DC"), which together outline land use controls and design guidance for both horizontal and vertical development and improvements to the site.

WHEREAS, in furtherance of the Project and the City's role in subsequent approval actions relating to the Project, the City and the San Francisco Giants negotiated a development agreement for development of the Project site, a copy of which is attached as Exhibit A (the "Development Agreement").

WHEREAS, the City has determined that as a result of the development of the Project site in accordance with the Development Agreement and the DDA, clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies, as more particularly described in the Development Agreement and the DDA. The Development Agreement will eliminate uncertainty in the City's land use planning for the Project site and secure orderly development of the Project site consistent with the Design Controls and the DDA.

WHEREAS, the Development Agreement shall be executed by the Director of Planning, City Administrator, Director of Public Works, City Attorney, and Port Director, subject to prior approval by those Commissions and the Board of Supervisors.

WHEREAS, on October 5, 2017, the Planning Commission reviewed and considered the Final EIR for the Mission Rock Project ("FEIR") and found the FEIR to be adequate, accurate and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and certified the FEIR for the Project in compliance with the California Environmental Quality Act ("CEQA"), the CEQA Guidelines and Chapter 31 by Motion No. 20017.

WHEREAS, on October 5, the Commission by Motion No. 20018 approved CEQA Findings, including adoption of a Mitigation Monitoring and Reporting Program (MMRP), under Case No. 2013.0208ENV, for approval of the Project, which findings and MMRP are incorporated by reference as though fully set forth herein.

WHEREAS, on October 5, 2017, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the proposed Development Agreement. At the hearing, City staff introduced proposed changes to the associated draft Ordinance for the DA ("Mission Rock Development Agreement Ordinance Errata (10/5/17)"). The Commission's actions regarding the DA hereby incorporate such changes.

WHEREAS, on October 5, 2017, by Motion No. 20019 the Commission adopted findings in connection with its consideration of, among other things, the adoption of amendments to the Planning Code, under CEQA, the State CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and made certain findings in connection therewith, which findings are hereby incorporated herein by this reference as if fully set forth.

WHEREAS, on October 5, 2017, by Motion 20019, the Commission adopted findings regarding the Project's consistency with the General Plan and Planning Code Section 101.1, including all other approval actions associated with the project therein, which findings are hereby incorporated herein by this reference as if fully set forth.

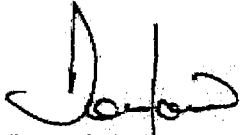
NOW THEREFORE BE IT RESOLVED, that the Planning Commission hereby approves the Development Agreement, in substantially the form attached hereto as Exhibit A.

AND BE IT FURTHER RESOLVED, that the office development described in the DA and allocated over time in the DDA promotes the public welfare, convenience and necessity under Planning Code Section 321(b)(3) as follows: (1) the land use plan, phasing of infrastructure, open space and public benefits, and apportionment of office over time maintains a balance between economic growth and housing, transportation and public services; (2) the office development is consistent with and promotes the objectives and policies of the General Plan and Planning Code Section 101.1 as set forth in Motion No. 20019; (3) the Design Controls and process for design review under the Mission Rock Special Use District ensure that the office development will be of high quality; (4) the office is located at an appropriate location, in close proximity to other office development in SoMa and the Downtown, near housing and major transit; and (5) the space is suitable for a broad range of uses and can accommodate a variety of tenants of various sizes.

AND BE IT FURTHER RESOLVED, that the Commission finds that the application, public notice, Planning Commission hearing, and Planning Director reporting requirements regarding the Development Agreement negotiations contained in Administrative Code Chapter 56 required of the Planning Commission and the Planning Director have been substantially satisfied in light of the regular monthly meetings held for the last two and a half years, the multiple public informational hearings provided by the Planning Department staff at the Planning Commission, the information contained in the Director's Report regarding the Mission Rock Development Agreement negotiations, and the mailed and published notice issued for the Development Agreement.

AND BE IT FURTHER RESOLVED, that the Commission authorizes the Planning Director to take such actions and make such changes as deemed necessary and appropriate to implement this Commission's recommendation of approval and to incorporate recommendations or changes from the Port Commission, San Francisco Municipal Transportation Agency (SFMTA) Board of Directors, the San Francisco Public Utilities Commission (SFPUC) and/or the Board, provided that such changes do not materially increase any obligations of the City or materially decrease any benefits to the City contained in the Development Agreement attached as Exhibit A.

I hereby certify that the Planning Commission ADOPTED the foregoing Resolution on Thursday, October 5, 2017.



Jonas P. Ionin

Commission Secretary

AYES: Hillis, Richards, Fong, Johnson, Koppel, Melgar, Moore

NAYS: None

ABSENT: None

ADOPTED: October 5, 2017

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

RESOLUTION NO. 18-03

- WHEREAS, Beginning in 2006, the Port initiated an intensive planning process that has culminated in a project that would restore and redevelop an approximately 28-acre site located along the Central Waterfront comprised of (1) Seawall Lot 337, bounded by Third Street on the west, Parcel P20 and Mission Rock Street on the south, Pier 48 to the east, and China Basin Park on the north; (2) Pier 48; (3) China Basin Park; (4) the marginal wharf between Pier 48 and Pier 50; and (5) Parcel P20 (collectively, the "Site"); and
- WHEREAS, From 2007 to 2010, the Port conducted a community process that evaluated the unique site conditions and opportunities at the Site and built a public consensus for its future that nested within the policies established for the South Beach/China Basin Waterfront in the Port's Waterfront Land Use Plan; and
- WHEREAS, In May 2010, by Resolution No. 10-32, the Port Commission awarded to Seawall Lot 337 Associates, LLC, a Delaware limited liability company ("Developer"), through a competitive process, the opportunity to negotiate exclusively for the mixed-use development of Seawall Lot 337 and Pier 48, and the Port Commission later added China Basin Park, the marginal wharf between Pier 48 and Pier 50, and Parcel P20 to the development (collectively, the "Project"); and
- WHEREAS, Developer is a wholly-owned subsidiary of Giants Development Services, LLC, which in turn is a wholly-owned subsidiary of San Francisco Baseball Associates, LLC, the Major League Baseball franchise holder of the San Francisco Giants; and
- WHEREAS, In March 2013, by Resolution No. 13-10, the Port Commission endorsed the Term Sheet for the Project; and
- WHEREAS, In May 2013, by Resolution No. 142-13, the Board of Supervisors found the Project fiscally feasible under Administrative Code, Chapter 29 and endorsed the Term Sheet for the Project, which is now known as "Mission Rock"; and
- WHEREAS, Port and City staff and Developer have negotiated the terms of the Disposition and Development Agreement ("DDA") and related transaction documents that are incorporated into the DDA and provide the overall road map for development of the Project, including a

Financing Plan, an Infrastructure Plan, a Housing Plan, a Transportation Plan and a Transportation Demand Management Plan, a Workforce Development Plan, an LBE Utilization Program, and forms of an interim Master Lease, a Vertical Disposition and Development Agreement and a Parcel Lease; and

WHEREAS, Developer has engaged in an extensive community outreach process including community meetings, workshops, focus groups, formal and informal presentations, open houses and site tours; and

WHEREAS In November 2015, 74% of voters supported the Mission Rock Affordable Housing, Parks, Jobs and Historic Preservation Initiative (Proposition D, November 2015) ("Proposition D"), the ballot measure supporting reuse of the area and increasing the height limits for the Project, conditional upon Port Commission approval of a development plan for the Project; and

WHEREAS, Port financial staff have reviewed and confirmed the financial capacity of Developer in amounts sufficient to satisfy its obligation to fund its obligations under the DDA; and

WHEREAS, The parties wish to enter into the DDA substantially in the form on file with the Commission Secretary and incorporated in this resolution by reference; and

WHEREAS, Concurrently with this resolution, the Port Commission has taken or intends to take a number of other actions in furtherance of the Project, including: (1) consenting to amendments to the Planning Code that create the Mission Rock Special Use District ("Mission Rock SUD") over the Site and related amendments to the zoning maps; (2) consenting to the Development Agreement as it relates to matters under Port jurisdiction; (3) approving the Design Controls, which provide more detailed land use controls for the Mission Rock SUD and conforming amendments to the Waterfront Land Use Plan; (4) approving and recommending that the Board of Supervisors approve a Memorandum of Understanding for Interagency Cooperation among the Port, and other City agencies with respect to approvals related to the subdivision of the Site and construction of infrastructure and other public facilities; (5) recommending that the Board of Supervisors approve formation proceedings for sub-project areas to Project Area I of City and County of San Francisco Infrastructure Financing District No. 2; and (6) a Memorandum of Understanding between the Port and the Treasurer-Tax Collector and the Controller regarding the collection and allocation of ad valorem and special taxes to the financing districts; and

WHEREAS, Under the DDA and other transaction documents, at full build-out, the Project will include: (1) 1.1 million to 1.6 million gross square feet (“gsf”) of new residential uses (an estimated 1,000 to 1,950 new residential units), at least 40% of which will be on-site housing affordable to a range of low- to moderate-income households as described in the Housing Plan in the DDA; (2) 972,000 to 1.4 million gsf of new commercial and office space; (3) 241,000 to 244,800 gsf of active retail and production uses on 11 proposed development blocks on Seawall Lot 337 in buildings that would range in height from 90 to 240 feet, consistent with Section 5 of Proposition D; (4) the rehabilitation and reuse of Pier 48, a significant contributing resource to the Port of San Francisco Embarcadero Historic District; (5) up to approximately 1.1 million gsf of above- and below-grade parking in one or two garages; (6) transportation demand management on-site and payment of impact fees that the Municipal Transportation Agency will use to improve transportation service in the area; (7) approximately 5.4 acres of net new open space for a total of approximately 8 acres of new and expanded open space, including an expansion of China Basin Park, a new central Mission Rock Square, and waterfront access along the shoreline; (8) public access areas, assembly areas, and an internal grid of public streets, shared streets, and utilities infrastructure; and (9) on-site strategies to protect against sea level rise; and

WHEREAS, The DDA governs: (1) Developer's obligations to complete horizontal development of the Project, including entitlements, site preparation, subdivision and construction work related to streets and sidewalks, public realm amenities (e.g., parks and open space), public utilities and shoreline area improvements (together, “Horizontal Development”), all to create development parcels and support and protect buildings; and (2) Developer's option to ground lease developable lots in the Site for vertical development, all in accordance with all of the governing land use and entitlement documents, including the Development Agreement, Mission Rock SUD, and Design Controls; and

WHEREAS, The DDA also governs Developer's obligations to deliver various public benefits, at full buildout, including: (1) reserving 40 percent of all on-site residential units for applicants making 45 to 150 percent of Area Median Income or less as further described in the Housing Plan; (2) approximately 5.4 acres of net new open space for a total of approximately 8 acres of new and expanded public open space maintained by special taxes paid by the onsite vertical developments; (3) elevation of the Site and shoreline protection special taxes to protect against sea level rise, storm surges and periodic flooding along the Port's Bay waterfront; (4) robust local hiring, Local Business Enterprise commitments and good faith efforts as further described in the Workforce Development Plan and the LBE Utilization Program; (5)

commitments to renewable energy, vehicular trip reduction, water recycling and waste diversion as further described in the Sustainability Strategy; (6) commitment to in-lieu transportation fees and fair share contributions to City transit projects serving the Site and its surroundings; and (7) a City option for up to 15,000 square feet of on-site community facility space; and

WHEREAS, The DDA requires that, prior to Developer making any presentations to the Port Commission regarding the Schematic Design of public spaces, Developer will host at least one public presentation of its design and present the design to a committee of design professionals designated by the Port Director;

WHEREAS, The DDA includes a Schedule of Performance that includes outside dates for the completion of public infrastructure, including streets, utilities and parks; and

WHEREAS, The DDA provides the Port with remedies in the event that Developer does not meet its obligations under the Schedule of Performance or other provisions of the DDA, including specific performance and termination for material breach; and

WHEREAS, The DDA (1) establishes processes to ensure that the Port receives fair market value for the lease of all option parcels as established by appraisal or public offerings on the open market; (2) provides for on-site inclusionary affordable housing, with impact fees payable by developers of commercial parcels used to support development of the affordable housing; (3) provides for the use of nontrust revenue sources in the form of tax increment and special tax revenues to the extent necessary to ensure the Project's fiscal feasibility; and (4) provides for the Port to be repaid, with interest, from nontrust revenues for costs of constructing infrastructure and public facilities needed and desired to support development at the Site; and

WHEREAS, The Financing Plan provides that (1) Developer is responsible for funding all entitlement costs and the costs of constructing Horizontal Development to the extent other Project sources are not available, subject to reimbursement; (2) Developer's costs will be repaid with an 18% market rate of return (along with certain minimum return metrics) from a number of potential sources, including rent credits, lease proceeds, community facilities district and infrastructure financing district proceeds, and, at the Port's discretion, Port capital; and (3) after the Project reaches a certain rent threshold, Developer will participate in annual ground rent revenues as an incentive for efficient buildout of the Site; and

- WHEREAS, The Housing Plan includes measures to ensure that at least 40% of all residential units produced at the Site are affordable to low- and moderate-income households, with 24 of the lowest income units to be provided to youth transitioning out of the foster care system; and
- WHEREAS, The Port will enter into a memorandum of understanding with the Mayor's Office of Housing and Community Development ("MOHCD") to implement the Housing Plan and MOHCD will approve the on-site inclusionary unit locations, phasing, income verifications and marketing plan; and
- WHEREAS, The Infrastructure Plan includes the conceptual level planning elements of all the infrastructure systems necessary to serve the Mission Rock SUD and describes Developer's obligation to complete streets and infrastructure to support development of the Site; and
- WHEREAS, The Transportation Plan requires, among other things, that (1) vertical developers pay a transportation fee that the Municipal Transportation Agency will use and allocate for transportation improvements in the area; and (2) Developer, building owners, and tenants implement a Transportation Demand Management Plan designed to reduce Project-related one-way vehicular auto trips by 20%; and
- WHEREAS, The Workforce Development Plan, together with the LBE Utilization Program, requires Developer and its contractors and subcontractors, vertical developers, and tenants, as applicable, to comply with applicable workforce provisions, including a 30% local hiring commitment, local business enterprise utilization, participation in the City's "First Source" hiring programs, and up to \$1 million in funding to support expansion of CityBuild and workforce training; and
- WHEREAS, The Master Lease is a form that sets forth the terms and conditions under which the Port will lease the Site, other than Pier 48, to Developer when it is ready to begin constructing horizontal improvements, including parks, streets and utilities in accordance with the DDA, and, in the interim, for parking and special events and ancillary uses; and
- WHEREAS, Individual development parcels will be removed from the Master Lease upon completion of the horizontal improvements serving each parcel as they are leased to vertical developers, and streets and parks will be removed from the Master Lease upon acceptance by acquiring City agencies; and
- WHEREAS, The Vertical Disposition and Development Agreement is a form that sets forth (1) the conditions to a vertical developer's acquisition of the

leasehold interest in each development parcel within the Site; and (2) applicable Port and City requirements for constructing the applicable vertical development project; and

WHEREAS, The Vertical Disposition and Development Agreement requires Vertical Developer to make an informational presentation regarding the consistency of its application to the Planning Department with the Mission Rock SUD and Design Controls to the Port's Central Waterfront Advisory Group ("CWAG") prior to final approval of each vertical development application; and

WHEREAS, The Parcel Lease is a form that sets forth the terms and conditions under which vertical developers will ground lease development parcels for a term of 75 years, and will be modified, as described in the DDA, to address circumstances unique to the development parcels; and

WHEREAS, The Project has been planned and designed, in consultation with the California State Lands Commission ("State Lands") and in accordance with Senate Bill 815 ("SB 815") (stats. 2007, ch. 660), as modified by Assembly Bill 2797 ("AB 2797") (stats 2016, ch. 529), to produce multiple public trust benefits; and

WHEREAS, After completion of a Public Trust Study that is approved by State Lands, SB 815 and AB 2797 authorize the Port to lease all or any portion of the Site free from the public trust use requirements for a term not to exceed 75 years from the initial occupancy date of the improvements developed on the parcel, but not beyond December 31, 2105; and

WHEREAS, Developer and Port staff have completed the Public Trust Study that describes the proposed uses in the Project and demonstrates their value to the public trust, and a copy of the Public Trust Study is on file with the Port Commission Secretary; and

WHEREAS, On October 5, 2017, the Planning Commission (1) reviewed and considered the Final Environmental Impact Report for the Seawall Lot 337 and Pier 48 Mixed-Use Project ("FEIR") (Case No. 2013-0208E); (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. 20017, 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 Project and in so doing, adopted findings under CEQA by Motion No. 20018, including a Statement of Overriding Considerations (the "Mission Rock CEQA Findings"), and adopted a Mitigation Monitoring and Reporting Program ("MMRP"). A copy of the Planning Commission Motions, the Mission Rock 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 Project or the circumstances surrounding the 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 Mission Rock CEQA Findings as its own and adopts the MMRP. Where applicable, the Port Commission has imposed the measures in the MMRP as conditions in the approval documents for the Project; and be it further

RESOLVED, That the Port Commission hereby approves the Public Trust Study; and be it further

RESOLVED, That the Port Commission hereby approves the DDA and finds that the Project is consistent with and furthers the purposes of the common law public trust and the statutory trust under the Burton Act; and be it further

RESOLVED, That the Port Commission approves the development plan described in the DDA as a Development Plan under Section 4 of Proposition D; and be it further

RESOLVED, That the Port Commission authorizes the Executive Director of the Port, or her designee, to execute the DDA, subject to Board of Supervisors' approval, and recommends to the Board of Supervisors approval of the DDA; and be it further

RESOLVED, That to the extent that implementation of the DDA involves the execution and delivery of additional agreements, notices, consents and other instruments or documents by the Port, including, without limitation, the Master Lease and instruments leasing development

parcels to vertical developers (such as the Parcel Leases and Vertical Disposition and Development Agreements) (collectively, "Subsidiary Agreements"), the Executive Director, or her designee, as she may deem necessary or appropriate in consultation with the City Attorney, is authorized to execute all such Subsidiary Agreements so long as the transactions governed by such Subsidiary Agreements are contemplated in, and comply with the terms of, the DDA, and with respect to the Master Lease, Parcel Leases and Vertical Disposition and Development Agreements, are substantially in the form of the Master Lease, Parcel Lease and Vertical Disposition and Development Agreement attached as Exhibits to the DDA; and be it further

RESOLVED, That the Port Commission authorizes and urges all officers, employees, and agents of the Port and the City to take all steps that they deem necessary or appropriate, to the extent permitted by applicable law, in order to implement the DDA in accordance with this resolution, including preparation and attachment of exhibits, execution of subsequent documents, or to otherwise effectuate the purpose and intent of this resolution and the DDA as described in the in the staff memorandum accompanying this resolution; and be it further

RESOLVED, That the Port Commission authorizes the Executive Director of the Port, or her designee, to enter into any amendments or modifications to the DDA that the Executive Director determines, in consultation with the City Attorney, are in the best interests of the Port, do not materially decrease the benefits to or materially increase the obligations or liabilities of the Port, and are in compliance with all applicable laws.

I hereby certify that the foregoing resolution was adopted by the San Francisco Port Commission at its meeting of January 30, 2018.

Amy Quesada

Digitally signed by Amy Quesada
DN: cn=Amy Quesada, o=Port of San Francisco, ou=Port
Executive, email=amy.quesada@port.com, c=US
Date: 2018.01.31 13:23:58 -0800

Secretary

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

RESOLUTION NO. 18-06

WHEREAS, Beginning in 2006, the Port initiated an intensive planning process that has culminated in a project that would restore and redevelop an approximately 28-acre site located along the Central Waterfront comprised of (1) Seawall Lot 337, bounded by Third Street on the west, Parcel P20 and Mission Rock Street on the south, Pier 48 to the east, and China Basin Park on the north; (2) Pier 48; (3) China Basin Park; (4) the marginal wharf between Pier 48 and Pier 50; and (5) Parcel P20 (collectively, the "Site"); and

WHEREAS, From 2007 to 2010, the Port conducted a community process that evaluated the unique site conditions and opportunities at the Site and built a public consensus for its future that nested within the policies established for the South Beach/China Basin Waterfront in the Port's Waterfront Land Use Plan; and

WHEREAS, In May 2010, by Resolution No. 10-32, the Port Commission awarded to Seawall Lot 337 Associates, LLC, a Delaware limited liability company ("Developer"), through a competitive process, the opportunity to negotiate exclusively for the mixed-use development of Seawall Lot 337 and Pier 48, and the Port Commission later added China Basin Park, the marginal wharf between Pier 48 and Pier 50, and Parcel P20 to the development (collectively, the "Project"); and

WHEREAS, Developer is a wholly-owned subsidiary of Giants Development Services, LLC, which in turn is a wholly-owned subsidiary of San Francisco Baseball Associates, LLC, the Major League Baseball franchise holder of the San Francisco Giants; and

WHEREAS, In March 2013, by Resolution No. 13-10, the Port Commission endorsed the Term Sheet for the Project; and

WHEREAS, In May 2013, by Resolution No. 142-13, the Board of Supervisors found the Project fiscally feasible under Administrative Code, Chapter 29 and endorsed the Term Sheet for the Project, which is now known as "Mission Rock"; and

WHEREAS, Developer has engaged in an extensive community outreach process including community meetings, workshops, focus groups, formal and informal presentations, open houses and site tours; and

WHEREAS In November 2015, 74% of voters supported the Mission Rock Affordable Housing, Parks, Jobs and Historic Preservation Initiative

(Proposition D, November 2015) ("Proposition D"), the ballot measure supporting reuse of the area and increasing the height limits for the Project, conditional upon Port Commission approval of a development plan for the Project; and

WHEREAS, Chapter 56 of the San Francisco Administrative Code authorizes the City to approve a development agreement with a developer of property in the City and County of San Francisco in accordance with California law; and

WHEREAS, The Planning Commission has recommended that the Board of Supervisors approve a Development Agreement with Developer; and

WHEREAS, The Development Agreement would vest development rights in exchange for the delivery of public benefits with respect to the development of the Site with new market-rate and affordable residential uses, commercial uses, retail, parking, shoreline area improvements, infrastructure development and street improvements, and public open space; and

WHEREAS, Concurrently with this resolution, the Port Commission has taken or intends to take a number of other actions in furtherance of the Project, including: (1) approving a Disposition and Development Agreement ("DDA"); (2) consenting to amendments to the Planning Code that create the Mission Rock Special Use District ("Mission Rock SUD") over the Site and related amendments to the zoning maps; (3) approving the Design Controls, which provide more detailed land use controls for the Mission Rock SUD and conforming amendments to the Waterfront Land Use Plan; (4) approving and recommending that the Board of Supervisors approve a Memorandum of Understanding for Interagency Cooperation among the Port and other City agencies with respect to approvals related to the subdivision of the Site and construction of infrastructure and other public facilities; (5) recommending that the Board of Supervisors approve formation proceedings for sub-project areas to Project Area I of City and County of San Francisco Infrastructure Financing District No. 2; and (6) a Memorandum of Understanding between the Port and the Treasurer-Tax Collector and the Controller regarding the collection and allocation of ad valorem and special taxes to the financing districts; and

WHEREAS, Under the DDA and other transaction documents, at full build-out, the Project will include: (1) 1.1 million to 1.6 million gross square feet ("gsf") of new residential uses (an estimated 1,000 to 1,950 new residential units), at least 40% of which will be on-site housing affordable to a range of low- to moderate-income households as described in the Housing Plan in the DDA; (2) 972,000 to 1.4 million gsf of new commercial and office space; (3) 241,000 to 244,800 gsf of active retail and production uses on 11 proposed development blocks

on Seawall Lot 337 in buildings that would range in height from 90 to 240 feet, consistent with Section 5 of Proposition D; (4) the rehabilitation and reuse of Pier 48, a significant contributing resource to the Port of San Francisco Embarcadero Historic District; (5) up to approximately 1.1 million gsf of above- and below-grade parking in one or two garages; (6) transportation demand management on-site and payment of impact fees that the Municipal Transportation Agency will use to improve transportation service in the area; (7) approximately 5.4 acres of net new open space for a total of approximately 8 acres of new and expanded open space, including an expansion of China Basin Park, a new central Mission Rock Square, and waterfront access along the shoreline; (8) public access areas, assembly areas, and an internal grid of public streets, shared streets, and utilities infrastructure; and (9) on-site strategies to protect against sea level rise; and

WHEREAS, The Development Agreement would work in concert with the DDA, which incorporates Developer's obligations under the Development Agreement; and

WHEREAS, On October 5, 2017, the Planning Commission (1) reviewed and considered the Final Environmental Impact Report for the Seawall Lot 337 and Pier 48 Mixed-Use Project ("FEIR") (Case No. 2013.0208E); (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. 20017, 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 Project and in so doing, adopted findings under CEQA by Motion No. 20018, including a Statement of Overriding Considerations (the "Mission Rock CEQA Findings"), and adopted a Mitigation Monitoring and Reporting Program ("MMRP"). A copy of the Planning Commission Motions, the Mission Rock 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 Project or the circumstances surrounding the 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 Mission Rock CEQA Findings as its own and adopts the MMRP. Where applicable, the Port Commission has imposed the measures in the MMRP as conditions in the approval documents for the Project; and be it further

RESOLVED, Upon consideration of the Development Agreement, the Port Commission hereby consents to the Development Agreement as it relates to matters under Port jurisdiction; and be it further

RESOLVED, That the Port Commission hereby authorizes the Executive Director, or her designee, to execute the consent to the Development Agreement, in substantially the form on file with the Port Commission Secretary, subject to such further changes and revisions as deemed necessary and appropriate to implement this resolution; and be it further

RESOLVED, That the Port Commission authorizes the Executive Director, or her designee, to enter into any amendments or modifications to the consent to the Development Agreement that the Executive Director determines, in consultation with the City Attorney, are in the best interest of the Port, do not materially decrease the benefits to or materially increase the obligations or liabilities of the Port, and are in compliance with all applicable laws.

I hereby certify that the foregoing resolution was adopted by the San Francisco Port Commission at its meeting of January 30, 2018.

Amy Quesada Digitally signed by Amy Quesada
DN: cn=Amy Quesada, o=Port of San Francisco, ou=Port
Executive, email=amy.quesada@port.com, c=US
Date: 2018.01.31 13:23:51 -0800

Secretary

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

NOTICE OF PUBLIC HEARING

BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE

NOTICE IS HEREBY GIVEN THAT the Government Audit and Oversight Committee will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard:


Date: Wednesday, February 7, 2018

Time: 10:00 a.m.

Location: Legislative Chamber, Room 250, located at City Hall
1 Dr. Carlton B. Goodlett Place, San Francisco, CA

Subject: File No. 171313. Ordinance approving a Development Agreement between the City and County of San Francisco and SWL 337 Associates, LLC, for 28 acres of real property known as Seawall Lot 337, located east of Third Street between China Basin Channel and Mission Rock Street, China Basin Park and the portion of Terry A. Francois Boulevard abutting the park, Pier 48, the marginal wharf between Pier 48 and Pier 50, and Parcel P20; for the proposed Mission Rock Mixed-Use Project; waiving certain provisions of the Administrative Code, Planning Code, and Subdivision Code; and adopting findings under the California Environmental Quality Act, public trust findings, and findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b).

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments to the City prior to the time the hearing begins. These comments will be made part of the official public record in this matter, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102. Information relating to this matter is available in the Office of the Clerk of the Board. Agenda information relating to this matter will be available for public review on Friday, February 2, 2018.


for Angela Calvillo
Clerk of the Board

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Notice Type: GPN GOVT PUBLIC NOTICE
Ad Description JED - GAO File No. 171313 - 2018.02.07

To the right is a copy of the notice you sent to us for publication in the SAN FRANCISCO EXAMINER. Thank you for using our newspaper. Please read this notice carefully and call us with my corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

01/26/2018

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

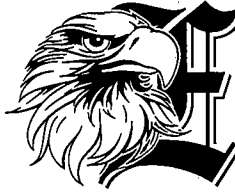
EXM# 3093647

NOTICE OF PUBLIC HEARING BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE WEDNESDAY, FEBRUARY 7, 2018 - 10:00 AM LEGISLATIVE CHAMBER, ROOM 250, CITY HALL, 1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA

NOTICE IS HEREBY GIVEN THAT the Government Audit and Oversight Committee will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard: File No. 171313. Ordinance approving a Development Agreement between the City and County of San Francisco and SWL 337 Associates, LLC, for 28 acres of real property known as Seawall Lot 337, located east of Third Street between China Basin Channel and Mission Rock Street, China Basin Park and the portion of Terry A. Francois Boulevard abutting the park, Pier 48, the marginal wharf between Pier 48 and Pier 50, and Parcel P20; for the proposed Mission Rock Mixed-Use Project; waiving certain provisions of the Administrative Code, Planning Code, and Subdivision Code; and adopting findings under the California Environmental Quality Act, public trust findings, and findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b). In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments to the City prior to the time the hearing begins. These comments will be made part of the official public record in this matter, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102. Information relating to this matter is available in the Office of the Clerk of the Board. Agenda information relating to this matter will be available for public review on Friday, February 2, 2018.



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GOVERNMENT

NOTICE OF PUBLIC HEARING BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE WEDNESDAY, FEBRUARY 7, 2018 - 10:00 AM LEGISLATIVE CHAMBER, ROOM 250, CITY HALL, 1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA

NOTICE IS HEREBY GIVEN THAT the Government Audit and Oversight Committee will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard: File No. 171313. Ordinance approving a Development Agreement between the City and County of San Francisco and SWL 337 Associates, LLC, for 28 acres of real property known as Seawall Lot 337, located east of Third Street between China Basin Channel and Mission Rock Street, China Basin Park and the portion of Terry A. Francois Boulevard abutting the park, Pier 48, the marginal wharf between Pier 48 and Pier 50, and Parcel P20; for the proposed Mission Rock Mixed-Use Project; waiving certain provisions of the Administrative Code, Planning Code, and Subdivision Code; and adopting findings under the California Environmental

Quality Act, public trust findings, and findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b). In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments to the City prior to the time the hearing begins. These comments will be made part of the official public record in this matter, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102. Information relating to this matter is available in the Office of the Clerk of the Board. Agenda Information relating to this matter will be available for public review on Friday, February 2, 2018.

NOTICE OF PUBLIC HEARING BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO LAND USE AND TRANSPORTATION COMMITTEE MONDAY, FEBRUARY 5, 2018 - 1:30 PM LEGISLATIVE CHAMBER, ROOM 250, CITY HALL, 1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA

NOTICE IS HEREBY GIVEN THAT the Land Use and Transportation Committee will hold a public hearing to consider the following proposal and said public hearing will

be held as follows, at which time all interested parties may attend and be heard: File No. 170940. Ordinance amending the Planning Code and the Zoning Map to add the Mission Rock Special Use District, generally bounded by China Basin to the north; Pier 48, the marginal wharf between Pier 48 and Pier 50, the associated shoreline area and Terry Francois Boulevard to the east; Mission Rock Street to the south; and 3rd Street to the west; to amend other related provisions; making findings of consistency with the General Plan, the eight priority policies of Planning Code, Section 101.1, and Planning Code, Section 302. In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments to the City prior to the time the hearing begins. These comments will be made part of the official public record in this matter, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102. Information relating to this matter is available in the Office of the Clerk of the Board. Agenda Information relating to this matter will be available for public review on Friday, February 2, 2018.

NOTICE OF PUBLIC HEARING BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO LAND USE AND TRANSPORTATION COMMITTEE MONDAY, FEBRUARY 5, 2018 - 1:30 PM LEGISLATIVE CHAMBER, ROOM 250, CITY HALL, 1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA

NOTICE IS HEREBY GIVEN THAT the Land Use and Transportation Committee will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard: File No. 170942. Ordinance amending Building Code, Section 107A, and Table 1A-B of Section 110A, to allow recovery of costs of third party experts and other permit related expenses; and affirming the Planning Department's determination under the California Environmental Quality Act. If the legislation passes, a new fee would be established and charged on a time and materials basis to allow the Department of Building Inspection ("Department") to recover third party expert fees or other permit related expenses when evaluating complex projects. The Department shall provide the applicant with a written estimate of these costs at the time of application and the fees shall be paid prior to the completion of the application. If the actual costs

exceed the estimated fees, the outstanding amount shall be a condition of the final decision on the action or procedure. If the estimated fees exceed the actual costs, the Department shall refund the applicant within a reasonable period. In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments to the City prior to the time the hearing begins. These comments will be made as part of the official public record in this matter, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102. Information relating to this matter is available in the Office of the Clerk of the Board. Agenda information relating to this matter will be available for public review on Friday, February 2, 2018. - Angela Calvillo, Clerk of the Board

NOTICE OF PUBLIC HEARING BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO LAND USE AND TRANSPORTATION COMMITTEE MONDAY, FEBRUARY 5, 2018 - 1:30 PM LEGISLATIVE CHAMBER, ROOM 250, CITY HALL, 1 DR. CARLTON B. GOODLETT PLACE, SAN

FRANCISCO, CA

NOTICE IS HEREBY GIVEN THAT the Land Use and Transportation Committee will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard: File No. 170761. Ordinance amending the Public Works Code to update provisions on street encroachment permits, establish appeals procedures and fees for such appeals, waive the annual public right-of-way occupancy assessment fee in lieu of the waiver for permit fee payment for certain permits, modify the street encroachment permit process for governmental entities, and create a temporary street encroachment permit for a maximum period of 90 months; amending the Administrative Code to establish an encroachment maintenance fund for permits where the permittee is not an adjacent property owner; and affirming the Planning Department's determination under the California Environmental Quality Act. If the legislation passes, there will be two new appeal processes for Street Major Encroachment Permits that may be filed with the Board of Supervisors. An applicant filing against the determination of the Director of Public Works (Director) for reasons unrelated to engineering design of a Street Encroachment Permit application, may file an appeal with the Board of Supervisors within 30 days of the Director's written decision. After the

Director notifies the applicant in writing and an administrative hearing is held, the applicant may appeal the Director's decision to deny a street encroachment permit with the Board of Supervisors within 30 days of the date of the written decision of the Director. The applicant's appeal shall be in writing accompanied with checks addressed to the Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102. Information relating to this matter is available in the Office of the Clerk of the Board. Agenda information relating to this matter will be available for public review on Friday, February 2, 2018. - Angela Calvillo, Clerk of the Board

hearing on this matter may submit written comments to the City prior to the time the hearing begins. These comments will be made as part of the official public record in this matter, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102. Information relating to this matter is available in the Office of the Clerk of the Board. Agenda information relating to this matter will be available for public review on Friday, February 2, 2018. - Angela Calvillo, Clerk of the Board

NOTICE OF REGULAR MEETING SAN FRANCISCO BOARD OF SUPERVISORS LAND USE AND TRANSPORTATION COMMITTEE JANUARY 23, 2018 - 1:30 PM CITY HALL, LEGISLATIVE CHAMBER, ROOM 250 1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA

The agenda packet and legislative files are available at www.sfbos.org. In Rm 244 at the address listed above, or by calling (415) 554-5164.

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Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

BOARD OF SUPERVISORS
SAN FRANCISCO
2018 JAN 26 AM 9:17

PROOF OF MAILING

Legislative File No. 171313

Description of Items: Hearing notice for the Government Audit and Oversight Committee's February 7, 2018 consideration of an ordinance approving a Development Agreement between the City and County of San Francisco and SWL 337 Associates, LLC, for 28 acres of real property known as Seawall Lot 337, located east of Third Street between China Basin Channel and Mission Rock Street, China Basin Park and the portion of Terry A. Francois Boulevard abutting the park, Pier 48, the marginal wharf between Pier 48 and Pier 50, and Parcel P20; for the proposed Mission Rock Mixed-Use Project; waiving certain provisions of the Administrative Code, Planning Code, and Subdivision Code; and adopting findings under the California Environmental Quality Act, public trust findings, and findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b).

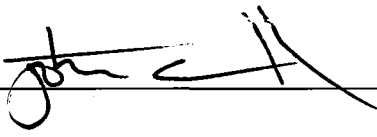
I, John Carroll, an employee of the City and County of San Francisco, mailed the above described document(s) by depositing the sealed items with the United States Postal Service (USPS) with the postage fully prepaid as follows:

Date: January 26, 2018

Time: 9:15 AM

USPS Location: USPS Mail Pickup in the Office of the Clerk of the Board

Mailbox/Mailslot Pick-Up Times (if applicable): N/A

Signature: 

Instructions: Upon completion, original must be filed in the above referenced file.

BLOCK	LOT	OWNER	OADDR	CITY	STATE	ZIP
0001	001	RADIUS SERVICES NO. 8719000Q	VARIOUS	GIANTS	17	0424
0001	002
0001	003	RADIUS SERVICES	1221 HARRISON ST #18	SAN FRANCISCO	CA	94103
0001	004	GIANTS DEVELOPMENT SERVICES	24 WILLIE MAYS PLAZA	SAN FRANCISCO	CA	94107
0001	005
3794	003	CALTRANS	111 GRAND AV	OAKLAND	CA	94612
3794	028	SF REAL ESTATE DEPT	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102
3794	028	OCCUPANT	24 WILLIE MAYS PLAZA	SAN FRANCISCO	CA	94107
3794	029	SF REAL ESTATE DEPT	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102
3794	030	SF REAL ESTATE DEPT	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102
3803	005	SPF CHINA BASIN HOLDINGS LLC	185 BERRY ST #140	SAN FRANCISCO	CA	94107-1756
3803	005	OCCUPANT	185 BERRY ST #50	SAN FRANCISCO	CA	94107-1756
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8711	025	URBAN HOUSING MB LLC	2029 CENTURY PARK E #16TH	LOS ANGELES	CA	90067-2901
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8711	025	OCCUPANT	1155 4TH ST #227	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #228	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #229	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #230	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #231	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #232	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #233	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #303	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #304	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #305	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #306	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #307	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #308	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #309	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #310	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #311	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #312	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #314	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #315	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #316	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #317	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #318	SAN FRANCISCO	CA	94158-2340

8711	025	OCCUPANT	1155 4TH ST #524	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #525	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #526	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #527	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #528	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #529	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #530	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #531	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #532	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #533	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #601	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #602	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #603	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #604	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #605	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #606	SAN FRANCISCO	CA	94158-2340
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8711	025	OCCUPANT	1155 4TH ST #608	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #609	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #610	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #611	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #612	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #614	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #615	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #616	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #617	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #618	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #619	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #620	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #621	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #622	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #624	SAN FRANCISCO	CA	94158-2340
8711	025	OCCUPANT	1155 4TH ST #625	SAN FRANCISCO	CA	94158-2340
8711	026	SFCC	25 VAN NESS AV #40	SAN FRANCISCO	CA	94102-6033
8711	027	FOCIL-MB LLC	410 CHINA BASIN ST	SAN FRANCISCO	CA	94158-2198
8711	028	STRATA APARTMENT HLDGS LLC	1201 4TH ST	SAN FRANCISCO	CA	94158-2249
8711	028	OCCUPANT	555 MISSION ROCK ST #101	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #102	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #103	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #104	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #105	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #106	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #107	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #108	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #109	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #110	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #301	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #302	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #303	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #304	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #305	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #306	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #307	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #308	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #309	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #310	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #311	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #312	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #313	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #314	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #315	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #316	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #317	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #318	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #319	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #320	SAN FRANCISCO	CA	94158-2119

8711	028	OCCUPANT	555 MISSION ROCK ST #630	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #631	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #632	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #633	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #634	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #635	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #636	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #637	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #701	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #702	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #703	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #704	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #705	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #706	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #707	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #708	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #709	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #710	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #711	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #801	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #802	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #803	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #804	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #805	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #806	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #807	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #808	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #809	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #810	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	555 MISSION ROCK ST #811	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	1201 4TH ST	SAN FRANCISCO	CA	94158-2119
8711	028	OCCUPANT	1245 4TH ST	SAN FRANCISCO	CA	94158-2119
8711	029	SFCC	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102-6033
8713	002	SF REAL ESTATE DEPT	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102
8714	002	SF REAL ESTATE DEPT	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102
8715	005	SFCC	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102-6033
8715	006	1000 CHANNEL ST SF OWNER L	PO BOX 131237	CARLSBAD	CA	92013-1237
8715	007	1000 CHANNEL ST SF OWNER L	PO BOX 131237	CARLSBAD	CA	92013-1237
8715	008	SOMA HOTEL LLC	433 CALIFORNIA ST #7TH	SAN FRANCISCO	CA	94104-2016
8719	002	PORT COMMISSION SF	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102-6051
8719	003	FOCIL-MB LLC	255 CHANNEL ST	SAN FRANCISCO	CA	94158-1533
8719	004	FOCIL-MB LLC	255 CHANNEL ST	SAN FRANCISCO	CA	94158-1533
8719	005	FOCIL-MB LLC	255 CHANNEL ST	SAN FRANCISCO	CA	94158-1533
8720	002	SF REAL ESTATE DEPT	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102
8720	002	OCCUPANT	1245 3RD ST	SAN FRANCISCO	CA	94158
8720	002	OCCUPANT	1275 3RD ST	SAN FRANCISCO	CA	94158
8722	005	CITY & COUNTY OF SF	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102-6051
9900	048	SF REAL ESTATE DEPT	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102
9900	048	OCCUPANT	PIER 48 SHED A	SAN FRANCISCO	CA	95158
9900	048	OCCUPANT	PIER 48 SHED B	SAN FRANCISCO	CA	95158
9900	048A	SF REAL ESTATE DEPT	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102
9900	048H	SF REAL ESTATE DEPT	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102
9900	050	SF REAL ESTATE DEPT	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102
9900	050	OCCUPANT	PIER 50 SHED A	SAN FRANCISCO	CA	95158
9900	050	OCCUPANT	PIER 50 SHED B	SAN FRANCISCO	CA	95158
9900	050	BAUER	PIER 50 SHED C	SAN FRANCISCO	CA	95158
9900	050	WESTAR	PIER 50 SHED C	SAN FRANCISCO	CA	95158
9900	050	OCCUPANT	295 TERRY A FRANCOIS BLVD	SAN FRANCISCO	CA	95158
9900	050	OCCUPANT	401 TERRY A FRANCOIS BLVD	SAN FRANCISCO	CA	95158
9900	050	OCCUPANT	405 TERRY A FRANCOIS BLVD	SAN FRANCISCO	CA	95158
9900	050H	SF REAL ESTATE DEPT	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102
9900	062	SF REAL ESTATE DEPT	25 VAN NESS AV #400	SAN FRANCISCO	CA	94102
9999	999

Carroll, John (BOS)

From: Docs, SF (LIB)
Sent: Friday, January 26, 2018 10:34 AM
To: Carroll, John (BOS)
Subject: RE: Please Post the Linked Hearing Notices - 171313 and 170940

Hi John,

I have posted the notices.

Thank you,

Michael

From: Carroll, John (BOS)
Sent: Friday, January 26, 2018 9:48 AM
To: Docs, SF (LIB) <sfdocs@sfpl.org>
Subject: Please Post the Linked Hearing Notices - 171313 and 170940


Please post these linked hearing notices for February 5 and 7 Land Use and Transportation Committee and Government Audit and Oversight Committee hearings, respectively.

http://sfbos.org/sites/default/files/lut020518_170940_notice.pdf

http://sfbos.org/sites/default/files/gao020718_171313_notice.pdf

Thanks so!

John Carroll
Assistant Clerk
Board of Supervisors
San Francisco City Hall, Room 244
San Francisco, CA 94102
(415)554-4445 - Direct | (415)554-5163 - Fax
john.carroll@sfgov.org | bos.legislation@sfgov.org

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The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation and archived matters since August 1998.

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OFFICE OF THE MAYOR
SAN FRANCISCO



EDWIN M. LEE

RECEIVED
12/12/17 @ 6:00 pm
AS

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: *for* Acting Mayor London Breed
RE: Development Agreement – SWL 337 Associates, LLC – Mission Rock Project
DATE: December 12, 2017

Attached for introduction to the Board of Supervisors is an ordinance approving a Development Agreement between the City and County of San Francisco and SWL 337 Associates, LLC, for 28 acres of real property known as Seawall Lot 337, located east of Third Street between China Basin Channel and Mission Rock Street, China Basin Park and the portion of Terry A. Francois Boulevard abutting the park, Pier 48, the marginal wharf between Pier 48 and Pier 50, and Parcel P20; waiving certain provisions of the Administrative Code, Planning Code, and Subdivision Code; and adopting findings under the California Environmental Quality Act, public trust findings, and findings of consistency with the General Plan and the eight priority policies of Planning Code, Section 101.1(b).

I respectfully request that this item be calendared in Government Audit & Oversight Committee on January 17, 2018.

Should you have any questions, please contact Mawuli Tugbenyoh (415) 554-5168.