

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
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TDD/TTY No. 554-5227

## MEMORANDUM

### BUDGET AND FINANCE COMMITTEE

### SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Malia Cohen, Chair  
Budget and Finance Committee

FROM: Linda Wong, Assistant Clerk

DATE: December 12, 2017

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**  
Tuesday, December 12, 2017

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting on Tuesday, December 12, 2017, at 2:00 p.m. This item was acted upon at the Committee Meeting on Thursday, December 7, 2017, at 10:00 a.m., by the votes indicated.

**Item No. 45                      File No. 171200**

Resolution approving and authorizing the grant of an easement on the City's property, consisting of 68.25 square feet of land at the northern edge of the parcel located at 1101 Connecticut Street (Assessor's Parcel Block No. 4287, Lot No. 076), between the City and County of San Francisco and Pacific Gas and Electric Company (PG&E), at no cost, for a term to commence upon Board approval and until PG&E surrenders or abandons the easement area, the agreement is terminated, or PG&E realigns its electrical facilities such that it no longer requires the use of the easement area; and authorizing the Director of Property to execute documents, make certain modifications and take certain actions in furtherance of this Resolution, as defined herein.

#### **RECOMMENDED AS A COMMITTEE REPORT**

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

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

File No. 171200

Committee Item No. 15

Board Item No. 45

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance  
Board of Supervisors Meeting

Date: December 7, 2017

Date: December 12, 2017

#### Cmte Board

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

#### OTHER

- |                          |                                     |   |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>General Plan Referral Findings - January 13, 2016</u>        |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Planning Commission Motion No. 19531 - December 10, 2015</u> |
| <input type="checkbox"/> | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/> | <input type="checkbox"/>            | _____   |
| <input type="checkbox"/> | <input type="checkbox"/>            | _____   |

Prepared by: Victor Young

Date: December 1, 2017

Prepared by: John Carroll

Date: December 8, 2017

1 [Grant of Easement - Pacific Gas and Electric Company - 68.25 Square Feet at Northern  
2 Edge of Parcel - 1101 Connecticut - At No Cost]

3 **Resolution approving and authorizing the grant of an easement on the City's property,**  
4 **consisting of 68.25 square feet of land at the northern edge of the parcel located at**  
5 **1101 Connecticut Street (Assessor's Parcel Block No. 4287, Lot No. 076), between the**  
6 **City and County of San Francisco and Pacific Gas and Electric Company (PG&E), at no**  
7 **cost, for a term to commence upon Board approval and until PG&E surrenders or**  
8 **abandons the easement area, the agreement is terminated, or PG&E realigns its**  
9 **electrical facilities such that it no longer requires the use of the easement area; and**  
10 **authorizing the Director of Property to execute documents, make certain modifications**  
11 **and take certain actions in furtherance of this Resolution, as defined herein.**

12  
13 WHEREAS, In August 2007, the San Francisco Board of Supervisors established the  
14 HOPE SF program to fund revitalization of San Francisco's most distressed public housing  
15 (Ordinance No. 180-07 and 556-07); and

16 WHEREAS, In October 2007, the Housing Authority of San Francisco ("SFHA") issued  
17 a Request for Qualifications to Redevelop Authority Property for seven sites including Potrero  
18 Terrace and Potrero Annex ("Potrero"); and

19 WHEREAS, In March 2008, the SFHA Board of Commissioners selected BRIDGE  
20 Housing Corporation as the developer for the revitalization of Potrero through HOPE SF; and

21 WHEREAS, In April 2008, the Mayor's Office of Housing and Community Development  
22 ("MOHCD") issued a Notice of Funding Availability for selected HOPE SF developers and  
23 BRIDGE Housing Corporation was the recipient for Potrero; and

1           WHEREAS, as part of the revitalization of Potrero, the City acquired fee title to 1101  
2 Connecticut Street (Assessor's Parcel Block No. 4287, Lot No. 076) (the "Site," and  
3 "Easement Area"), which is under the jurisdiction of MOHCD and adjacent Potrero; and

4           WHEREAS, BRIDGE Housing Corporation established a separate entity named  
5 Potrero Housing Associates I, L.P., a California limited partnership ("Developer"), to lease the  
6 Site and develop 72 units for low income families and individuals on the Site as part of HOPE  
7 SF Potrero (the "Project"); and

8           WHEREAS, By letter dated January 13, 2016, the Department of City Planning  
9 adopted and issued a General Plan Consistency Finding, a copy of which is on file with the  
10 Clerk of the Board, wherein the Department of City Planning found that the acquisition of the  
11 Property are consistent with the City's General Plan, and with the eight priority policies under  
12 Planning Code, Section 101.1; and

13           WHEREAS, On December 10, 2015, the Department of City Planning certified the  
14 Final Environmental Impact Report (Motion No. 19529), adopted CEQA Finding including a  
15 statement of overriding considerations (Motion No. 19530), and adopted Findings of  
16 Consistency with the General Plan and Planning Code, Section 101.1 (Motion No. 19531);  
17 and

18           WHEREAS, In June 2016, the San Francisco Board of Supervisors passed a resolution  
19 authorizing the execution and performance of an Option to Ground Lease (Resolution  
20 No. 225-16, File No. 160555); and

21           WHEREAS, On December 14, 2016, the City entered into a 75 year Ground Lease,  
22 with 24 year extension option with the Developer, and the Developer has commenced  
23 construction of the Project; and

24           WHEREAS, Pacific Gas and Electric Company ("PG&E") has the right to install poles,  
25 wires, conduits, and related appurtenances for the distribution and transmission of electricity

1 in City's streets pursuant to a franchise granted by Ordinance No. 414, adopted by the City's  
2 Board of Supervisors on December 19, 1939, and California Public Utilities Code, Section  
3 6201 (together, the "Franchise Agreement"); and

4 WHEREAS, The Developer has determined, with agreement by MOHCD, that for  
5 purposes of construction and for the ongoing benefit of the Project, PG&E will relocate  
6 existing power poles and install an underground distribution electrical vault adjacent to the  
7 Site in the street at 25th Street (the "Vault") to provide power to the Project pursuant to the  
8 Franchise Agreement; and

9 WHEREAS, As required by law, PG&E is required to have complete access to the  
10 Vault, which requires PG&E to use the Easement Area for access to and maintenance of the  
11 Vault; and

12 WHEREAS, The City desires to grant an easement ("Easement") for a portion of the  
13 Site pursuant to an Easement Agreement in substantially the form approved by the Director of  
14 Property and the Acting Director of MOHCD on file with the Clerk of the Board of Supervisors  
15 in File No. 171200, incorporated herein by reference; and

16 WHEREAS, The Director of Property has determined the fair market value of the  
17 Easement Area is less than Ten Thousand Dollars (\$10,000) based on a review of available  
18 and relevant data and no appraisal is required pursuant to Administrative Code, Section 23.3;  
19 now, therefore, be it

20 RESOLVED, That the Board of Supervisors finds that the public interest or necessity  
21 will not be inconvenienced by the conveyance of the Easement, because the Easement Area  
22 is located within building setback area and will not impede or obstruct the construction of  
23 affordable housing buildings on the Site; and, be it

24 FURTHER RESOLVED, That the Board of Supervisors finds that a grant of the  
25

1 easement to PG&E at no cost will serve the public purpose of creating affordable housing for  
2 low income families and revitalize Potrero; and, be it

3 FURTHER RESOLVED, That in accordance with the recommendation of the Director  
4 of Property, the Board of Supervisors hereby approves the grant of the Easement at no cost,  
5 and the terms and conditions of the Easement Area in substantially the form of the Easement  
6 Agreement presented to the Board and authorizes the Director of Property, in the name and  
7 on behalf of the City and County, to execute the Easement Agreement; and, be it

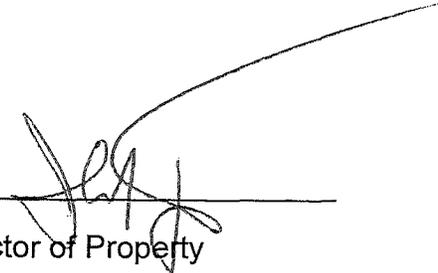
8 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of  
9 Property to enter into any amendments or modifications to the Easement Agreement  
10 (including, without limitation, the attached exhibits) that the Director of Property determines, in  
11 consultation with the City Attorney, are in the best interest of the City, do not otherwise  
12 materially diminish the benefits to the City or increase the obligations or liabilities of the City,  
13 are necessary or advisable to effectuate the purposes of the Easement Agreement and are in  
14 compliance with all applicable laws, including City's Charter; and, be it

15 FURTHER RESOLVED, That the Director of Property is hereby authorized and urged,  
16 in the name and on behalf of the City and County, to take any and all steps (including, but not  
17 limited to, the execution and delivery of any and all certificates, agreements, notices,  
18 consents, escrow instructions, closing documents and other instruments or documents) as the  
19 Director of Property deems necessary or appropriate in order to consummate the conveyance  
20 of the Easement pursuant to the Easement Agreement, or to otherwise effectuate the purpose  
21 and intent of this Resolution, such determination to be conclusively evidenced by the  
22 execution and delivery by the Director of Property of any such documents; and, be it

23 FURTHER RESOLVED, That within thirty (30) days of the execution of the Easement  
24 Agreement, the Director of Property shall provide a copy to the Clerk of the Board for the  
25 Board's file.

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RECOMMENDED:

  
\_\_\_\_\_  
John Updike, Director of Property

  
\_\_\_\_\_  
Kate Hartley, Acting Director, Mayor's Office of Housing and Community Development



CCB  
Leg Rep  
Leg Clerk

**MALIA COHEN**  
**馬莉亞郭嫻**

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DATE: December 7, 2017

TO: Angela Calvillo  
Clerk of the Board of Supervisors

FROM: Supervisor Malia Cohen *MC*

RE: Budget and Finance Committee  
COMMITTEE REPORT

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2017 DEC -7 AM 10:30  
RECEIVED  
BOARD OF SUPERVISORS

Pursuant to Board Rule 4.20, as Chair of the Budget and Finance Committee, I have deemed the following matters are of an urgent nature and request they be considered by the full Board on Tuesday, December 12, 2017, as Committee Reports:

- **File No. 171077** - Real Property Lease Renewal - 1145 Market LP - 1145 Market Street - San Francisco Law Library - \$1,180,000 Initial Annual Base Rent]
- **File No. 171145** - Apply for Grant - Health Resources Services Administration - Ryan White Act HIV/AIDS Emergency Relief Grant Program - \$16,601,550
- **File No. 171144** - Apply for Grant - Centers for Disease Control - Integrated HIV Surveillance and Prevention Programs for Health Departments - \$7,257,408
- **File No. 170943** - Accept Gift - Alta Laguna, LLC - 55 Laguna Street; In-Kind Agreement
- **File No. 171205** - Accept and Expend Grant - California Department of Parks and Recreation - Geneva Car Barn and Powerhouse Improvements - \$3,500,000
- **File No. 171206** - Development Services Agreement - Community Arts Stabilization Trust - Renovation of the Powerhouse Building
- **File No. 171207** - Funding Agreement - Community Arts Stabilization Trust - Renovation of the Powerhouse Building
- **File No. 171208** - Real Property Lease - Community Arts Stabilization Trust - Geneva Car Barn and Powerhouse - 2301 San Jose Avenue - \$0 Initial Rent
- **File No. 171209** - Indemnification Agreement - Renovation of the Powerhouse Building
- **File No. 171200** - Grant of Easement - Pacific Gas and Electric Company - 68.25 Square Feet at Northern Edge of Parcel - 1101 Connecticut - At No Cost

- **File No. 171204** - Ground Lease - 1296 Shotwell Housing, L.P. - 1296 Shotwell Street - \$15,000 Annual Base Rent
- **File No. 171199** - Real Property Lease, Access License and Access Easement - State of California Department of Transportation - Property Near Cesar Chavez and Indiana Streets - Islais Creek Motor Coach Operation and Maintenance Facility - \$191,240 Initial Annual Rent
- **File No. 171255** - Corrective Actions in Connection with Proposed Federal Tax Reform - Multifamily Housing Revenue Bonds - Various Multifamily Rental Housing Projects
- **File No. 171258** - Apply for, Accept, and Expend Grant - 1950 Mission Housing Associates, L.P. - Assumption of Liability - Affordable Housing and Sustainable Communities Program - 1950 Mission Street Project
- **File No. 171259** - Apply for, Accept, and Expend Grant - 2060 Folsom Housing, L.P. - Assumption of Liability - Affordable Housing and Sustainable Communities Program - 2060 Folsom Street Project
- **File No. 171260** - Multifamily Housing Revenue Bond - 2675 Folsom Street and 970 Treat Avenue - Not to Exceed \$110,000,000
- **File No. 171250** - Appropriation - State and Federal Contingency Reserve - Backfill the Loss of Funding of Various Programs - \$9,559,117 - FY2017-2018

Free Recording Requested Pursuant to  
California Government Code Section 27383

Recording requested by and  
when recorded mail to:

PACIFIC GAS AND ELECTRIC COMPANY  
245 Market Street, N10A, Room 1015  
P.O Box 770000  
San Francisco, California 94177

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

LD##XXSF-00-4596

EASEMENT DEED

POTRERO HOPE #6

EASEMENT AGREEMENT  
(Portion of Block 4287 Lot 076, San Francisco)  
1101 Connecticut Street

THIS EASEMENT AGREEMENT (this "**Agreement**"), dated for reference purposes only as of \_\_\_\_\_, 20\_\_ ("**Agreement Date**"), is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**PG&E**").

RECITALS

A. City owns that certain real property located at Block 4287 Lot 076, 1100 Connecticut Street in the City and County of San Francisco, California, (the "**Property**"). City and Potrero Housing Associates I, a California limited partnership ("**Tenant**"), have entered into that certain Ground Lease dated as of December 16, 2016, for the purpose of leasing the Property to Tenant and developing the Property into affordable housing for very-low and low-income persons (the "**Project**").

B. PG&E has the right to install poles, wires, conduits, and related appurtenances for the distribution and transmission of electricity in City's streets pursuant to a franchise granted by Ordinance No. 414, adopted by the City's Board of Supervisors on December 19, 1939, and Section 6201 of the California Public Utilities Code (together, the "**Franchise Agreement**"). Pursuant to the Franchise Agreement, PG&E will install certain Electric Facilities (as defined below) adjacent to the Property as part of the Project. PG&E requires a permanent easement to use a portion of the Property for access and maintenance of such Electric Facilities.

C. PG&E and Tenant have requested City to grant PG&E an easement, and PG&E and City wish to enter into this Agreement to memorialize the right to use that portion of the Property and described on Exhibit A and Exhibit B (the "**Easement Area**") for access to and maintenance of its Electrical Facilities (as defined below), all on the terms and conditions set forth in this Agreement.

AGREEMENT

ACCORDINGLY, City grants PG&E an access easement as follows:

1. **Grant of Easement.** City, hereby grants a non-exclusive access easement to PG&E with the right from time to time to use the Easement Area, as hereinafter set forth, to construct, excavate, reconstruct, install, inspect, maintain, replace (of the initial or reasonably equivalent size), repair, remove, and use facilities of the type hereinafter specified adjacent to the Easement Area ("**Easement Activities**"), and also ingress thereto and egress therefrom, over and across the Property.

Said facilities adjacent to the Easement Area are described as follows: Such overhanging wires, cables, crossarms, poles; underground conduits, pipes, service boxes, manholes, wires, cables, and electrical conductors, risers, switches, fuses and terminals; and fixtures and appurtenances necessary to any and all thereof ("**Electrical Facilities**"), as PG&E deems necessary for the distribution of electric energy and communication purposes associated with PG&E's internal use located adjacent to the Easement Area.

2. **Use of Easement Area.**

2.1 **Vegetation Management.** PG&E shall have the right, from time to time, to trim or cut down any and all trees and brush now or hereafter within the Easement Area to the extent required to maintain proper clearance from energized electric lines or to comply with applicable state or federal regulations. After any pruning or vegetation removal, PG&E shall restore the Easement Area to substantially the condition it was in prior to its arrival.

2.2 **Access.** PG&E shall access the Easement Area only by such streets as now or hereafter exist or, in the absence of any paved streets, by such route as shall occasion the least injury to the adjoining property.

2.3 **Compliance with Laws; Maintenance.** PG&E shall conduct the Easement Activities in compliance with all applicable laws, through sound construction practices and in a lien-free manner, and PG&E shall diligently pursue its construction or maintenance activities to completion. PG&E shall secure and pay for any building and other permits and approvals, government fees, licenses and inspections necessary for the proper performance and completion of its construction or maintenance activities in the Easement Area, including, but not limited to any approvals required by City acting in its regulatory capacity. PG&E shall be solely responsible for maintaining all Electrical Facilities, including all replacements installed in the Easement Area pursuant to Section 3 in good and safe condition, and City shall have no duty whatsoever for any maintenance of the Easement Area, the Electrical Facilities or any Replacement Improvements.

2.4 **City's Reserved Rights.** Notwithstanding anything to the contrary in this Agreement, City reserves and retains all of the following rights relating to the Easement Area, so long as the City's activities do not unreasonably interfere with PG&E's access to the Easement Area, Easement Activities, or PG&E's operations of its Electric Facilities, provided that they do not conflict with the limitations set out in Section 2.5, below (collectively, the "**Reserved Rights**"): (i) the right to any and all water, timber, mineral and oil rights of any kind; (ii) the right to grant future rights to a third party over, across, under, in and on the Easement Area as City shall determine in its sole discretion, including use of the Easement Area for non-City utilities; (iii) the right to maintain or install telecommunication facilities or other City facilities or property; (iv) the right to install, maintain, replace and remove any type of paving, drainage improvements including bio-planters, landscaping and hardscaping; (v) the right to use the surface of the Easement Area for the construction and operation of a driveway, sidewalk, parking area, drainage improvements, bio-planters, bio-filtration planters or other improvements; (vi) the right to use the Easement Area for the demolition of existing surface improvements, regrading and repaving, removal of existing building, and construction of improvements, including the installation of facilities and improvements and relocation or revisions to existing City utilities

and improvements as part of such construction and/or demolition work; and (vii) any other use that does not unreasonably interfere with PG&E's rights granted herein; provided, however, that such limitation shall not apply to City's exercise of its relocation rights under Section 4.4 below. City's exercise of the Reserved Rights shall not materially interfere with PG&E's rights granted herein.

**2.5 Limitation on City's Use.** City shall not erect or construct any building or other structure (as defined herein) or drill or operate any well within the Easement Area. For purposes of this Agreement, a "structure" prohibited by this restriction shall mean those improvements that would interfere with the operation or maintenance of the Electric Facilities or impede access, including without limitation antennas, poles, platforms and similar improvements that may create an obstacle or clearance infraction.

**3. Installation of Replacement Improvements; Maintenance and Repair Activities.** PG&E may replace the Electrical Facilities with like kind items that are placed in the same location adjacent to the Easement Area ("**Replacement Improvements**"), and perform maintenance and repairs on the Electrical Facilities and any Replacement Improvements, on satisfaction of the following conditions, which are for the sole benefit of City:

**3.1 Permits and Approvals.** PG&E shall obtain all applicable permits, licenses and approvals (collectively, "**Approvals**") required by any regulatory agencies with jurisdiction over the Electric Facilities. PG&E recognizes and agrees that no approval by City for purposes of PG&E's installation work hereunder shall be deemed to constitute the approval of any federal, state or local regulatory authority with jurisdiction, and nothing herein shall limit PG&E's obligation to obtain all such Approvals, at PG&E's sole cost.

**3.2 Exercise of Due Care; Fencing of Excavations.** PG&E shall use, and shall cause its agents to use, due care at all times to avoid any damage or harm to City's property. PG&E shall take such soil and resource conservation and protection measures with the Easement Area as City may reasonably request. City shall have the right to approve and supervise any excavation work. All excavations created by PG&E in the Easement Area shall be completely fenced, and during any times that work is not actively being performed at such excavation, shall be covered and secured. PG&E shall do everything reasonably within its power, both independently and upon request by City, to prevent and suppress unsafe conditions or fires on and adjacent to the Easement Area attributable to PG&E's use hereunder.

**3.3 Cooperation with City Personnel.** PG&E and its agents shall work cooperatively with City personnel to reasonably minimize any potential disturbance of the natural features of the Easement Area and to avoid unreasonable disruption of City property in, under, on or about the Easement Area and the uses of the Easement Area by City and its tenants, subtenants, licensees, sublicensees and invitees. Except for maintenance work on any overhead Electric Facilities, construction sites shall be screened with temporary fencing where possible to reduce visual impact, and work shall be conducted during hours reasonably acceptable to City.

**4. Restrictions on Use.** PG&E agrees that, by way of example only and without limitation, the following uses of the Easement Area by PG&E or any other person claiming by or through PG&E are inconsistent with the limited purpose of this Agreement and are strictly prohibited as provided below:

**4.1 Improvements; Signs.** Except for the Electrical Facilities and any Replacement Improvements, PG&E shall not construct or place any temporary or permanent structures or improvements, including but not limited to signs, advertisements, banners or similar objects on or about the Easement Area.

4.2. **Hazardous Material.** PG&E shall not cause, nor shall PG&E allow any of its agents or invitees to cause, any storage, release or disposal of Hazardous Material (as defined below) to in, on or about the Easement Area, or transported to or from the Easement Area. PG&E shall immediately notify City when PG&E learns of, or has reason to believe that, such a release of Hazardous Material has occurred in, on or about the Easement Area. PG&E shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that PG&E or its agents or invitees cause a release of Hazardous Material, PG&E shall, without cost to City properly remediate the Easement Area and any other affected property and return such property as close as reasonably possible to the condition immediately prior to the release, in accordance with all laws and regulations.. In connection therewith, PG&E shall afford City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Easement Area or are naturally occurring substances in the Easement Area, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Easement Area.

4.3. **Dumping; Nuisances; Damage.** PG&E shall not dump or dispose of refuse or other unsightly materials on, in, under or about the Easement Area, nor shall PG&E conduct any activities on or about the Easement Area that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to City, to the owners or occupants of neighboring property or to the public, or that will cause damage to any of City's property.

4.4. **Relocation of Electrical Facilities and Easement Area.** If City reasonably determines that PG&E's use of the Easement Area pursuant to this Agreement interferes with any City municipal purpose, including an existing or future City utility, PG&E shall relocate the interfering Electrical Facilities or Replacement Improvements, as applicable, to the location reasonably designated by City at City's sole cost.

If City exercises its relocation right under this Section, City shall deliver written notice (a "City Relocation Notice") of such election, the proposed replacement location for the Electrical Facilities or the Replacement Improvements, as applicable, and the proposed date for completion of such relocation, to PG&E no less than ninety (90) days prior to the proposed completion date for such relocation. PG&E shall perform and complete any relocation work pursuant to this Section in a good and diligent manner and in compliance with all applicable laws.

5. **Term of Easement.** The easement given to PG&E pursuant to this Agreement shall commence on the date on which (i) the City's Board of Supervisors has adopted a resolution or ordinance approving this Agreement, and (ii) the parties hereto have duly executed and delivered this Agreement, and shall only terminate if PG&E surrenders or abandons the Easement Area,

PG&E and City enter into a writing that terminates this Agreement, or PG&E realigns its Electrical Facilities in the adjacent streets such that it no longer requires the use of the Easement Area.

6. **Compliance with Laws.** PG&E shall, at its expense, conduct and cause to be conducted all activities on the Easement Area allowed hereunder in a safe and prudent manner and in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act), whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. PG&E shall, at its sole expense, procure and maintain in force at all times during its use of the Easement Area any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. PG&E understands and agrees that City is entering into this Agreement in its capacity as a property owner with a proprietary interest in the Easement Area and not as a regulatory agency with police powers. Nothing herein shall limit in any way PG&E's obligation to obtain any required regulatory approvals from City departments, boards or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers.

7. **Covenant to Maintain Easement Area.** In connection with its use hereunder, PG&E shall at all times, at its sole cost, maintain the Easement Area in a good, clean, safe, secure, sanitary and sightly condition, so far as the Easement Area may be affected by PG&E's activities hereunder.

8. **Waiver of Claims; Waiver of Consequential and Incidental Damages.** Neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any consequential or incidental damages suffered by PG&E; or for damage to the property of PG&E, its officers, agents, employees, contractors or subcontractors, or their employees; or for any bodily injury or death to such persons; or for any other claim or damage of any kind resulting or arising from PG&E's use of the Easement Area. PG&E expressly waives any and all claims against the City arising from the use of the Easement Area by PG&E.

9. **Repair of Damage; Additional Named Insured Certificate.** If any portion of the Easement Area or any property of City or any City licensee, sublicensee, tenant or subtenant located on or about the Easement Area is damaged by any of the activities conducted by PG&E hereunder, PG&E shall immediately, at its sole cost, repair any and all such damage and restore such damaged Easement Area or property to its previous condition. PG&E shall require that its commercial general liability insurance carrier and/or its contractor or agent's commercial general liability carrier name the City as an additional insured. PG&E shall have the right to self-insure with respect to any of the insurance requirements required under this Agreement. To the extent that PG&E is self insured it shall treat the City as if it were an additional named insured under PG&E's insurance policies.

10. **Location of Utilities.** This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title affecting the Easement Area as of the date of this Agreement. City has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Easement Area. PG&E has the sole responsibility to locate such utilities and protect them from damage. Except where PG&E may have a priority in title under this Agreement, PG&E shall arrange and pay for any necessary temporary relocation of City and public utility company facilities performed in connection with PG&E's exercise of its rights under this Agreement, subject to the prior written approval by City and any such utility companies of any such relocation. PG&E shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities hereunder.

**11. City's Right to Cure Defaults by PG&E.** If PG&E fails to perform any of its obligations under this Agreement, to restore the Easement Area or repair damage, or if PG&E defaults in the performance of any of its other obligations under this Agreement, then City may, at its election, remedy such failure for PG&E's account and at PG&E's expense by providing PG&E with thirty (30) days' prior written or oral notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Agreement, and nothing herein shall imply any duty of City to do any act that PG&E is obligated to perform. PG&E shall pay to City upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. PG&E's obligations under this Section shall survive the termination of this Agreement.

**12. No Costs to City.** PG&E shall bear all costs or expenses of any kind or nature in connection with its use of the Easement Area, and shall keep the Easement Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Easement Area.

**13. Indemnity.** PG&E shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability of every kind and nature arising directly or indirectly from PG&E's use of the Easement Area, including but not limited to its agents, employees, consultants, contractors, and/or invitees, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the sole active negligence or willful misconduct of City and is not contributed to by any act or, omission by PG&E, or its agent(s) or employee(s). The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to PG&E's obligation to indemnify City, PG&E specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to PG&E by City and continues at all times thereafter.

**14. "As Is" Condition; Disclaimer of Representations.** PG&E accepts the Easement Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents or employees, including, without limitation, the suitability, safety, or duration of availability of the Easement Area or any facilities on the Easement Area for PG&E's use. City makes no warranty as to its title to the Easement Area or as to the existence of any encumbrance or utility installations affecting the Easement Area. Without limiting the foregoing, this Agreement is made subject to all applicable laws, rules and ordinances governing the use of the Easement Area, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the Easement Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. It is PG&E's sole obligation to conduct an independent investigation of the Easement Area and all matters relating to its use of the Easement Area hereunder, including, without limitation, the suitability of the Easement Area for such uses. PG&E, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights as may be necessary for PG&E to make use of the Easement Area in the manner contemplated hereby.

15. **Assignment.** Neither this Agreement, nor any right granted hereunder, shall be assigned, conveyed or otherwise transferred by PG&E without the prior written consent of City, which may be given or withheld in City's sole discretion.

16. **No Joint Venture of Partnership; No Authorization.** This Agreement does not create a partnership or joint venture between City and PG&E as to any activity conducted by PG&E on, in or relating to the Easement Area. PG&E is not a State actor with respect to any activity conducted by PG&E on, in, or under the Easement Area. The giving of this Agreement by City does not constitute authorization or approval by City of any activity conducted by PG&E on, in or relating to the Easement Area.

17. **MacBride Principles - Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 *et seq.* The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. PG&E acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

18. **Non-Discrimination.**

18.1 **Covenant Not to Discriminate.** In the performance of this Agreement, PG&E agrees not to discriminate against any employee of, any City employee working with PG&E, or applicant for employment with PG&E, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

18.2 **Subcontracts.** PG&E shall include in all subcontracts relating to the Easement Area a non-discrimination clause applicable to such subcontractor in substantially the form of Subsection 18.1 above. In addition, PG&E shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. PG&E's failure to comply with the obligations in this Subsection shall constitute a material breach of this Agreement.

18.3 **Non-Discrimination in Benefits.** PG&E does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

18.4 **Condition to Agreement.** As a condition to this Agreement, PG&E shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-

12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC"). PG&E hereby represents that prior to execution of this Agreement, (i) PG&E executed and submitted to the HRC Form HRC-12B-101 with supporting documentation, and (ii) the HRC approved such form.

**18.5 Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. PG&E shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, PG&E understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against PG&E and/or deducted from any payments due PG&E.

**19. Tropical Hardwood and Virgin Redwood Ban.** The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. PG&E agrees that, except as permitted by the application of Sections 802(b) and 803(b), PG&E shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Agreement.

**20. Notification of Limitations on Contributions.** Through its execution of this Agreement, PG&E acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. PG&E acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. PG&E further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of PG&E's board of directors, chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in PG&E; any subcontractor listed in the contract; and any committee that is sponsored or controlled by PG&E. Additionally, PG&E acknowledges that PG&E must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. PG&E further agrees to provide to City the names of each person, entity or committee described above.

**21. Possessory Interest Taxes.** PG&E recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that PG&E may be subject to the payment of property taxes levied on such interest under applicable law. PG&E agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on PG&E's interest under this Agreement or use of the Easement Area pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on PG&E's usage of the

Easement Area that may be imposed upon PG&E by applicable law. PG&E shall pay all of such charges when they become due and payable and before delinquency.

22. **Pesticide Prohibition.** PG&E shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "**Pesticide Ordinance**") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (iii) require PG&E to submit to the City's Office of the City Administrator, Real Estate Division, an integrated pest management ("**IPM**") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that PG&E may need to apply to the Easement Area during the term of this Agreement, (b) describes the steps PG&E will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance and (c) identifies, by name, title, address and telephone number, an individual to act as the PG&E's primary IPM contact person with the City. In addition, PG&E shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance.

23. **Prohibition of Tobacco Sales and Advertising.** PG&E acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the Easement Area. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of cigarettes and tobacco products, or (ii) encourage people not to smoke or to stop smoking.

24. **Prohibition of Alcoholic Beverage Advertising.** PG&E acknowledges and agrees that no advertising of alcoholic beverages is allowed on the Easement Area. For purposes of this section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of alcoholic beverages, (ii) encourage people not to drink alcohol or to stop drinking alcohol, or (iii) provide or publicize drug or alcohol treatment or rehabilitation services.

25. **Conflicts of Interest.** Through its execution of this Agreement, PG&E acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 *et seq.* and Sections 1090 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if PG&E becomes aware of any such fact during the term of this Agreement, PG&E shall immediately notify the City.

26. **Notices.** Except as otherwise expressly provided herein, any notices given under this Agreement shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail, with a return receipt requested, or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

City:

City and County of San Francisco  
Director of Property

City Hall, Room 362  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682

with copy to: Mayor's Office of Housing and Community  
Development  
1 South Van Ness, Fifth Floor  
San Francisco, CA 94102  
Attn: Director

PG&E: Land Management Department  
Pacific Gas and Electric Company  
P.O. Box 770000, Mail Code N10A  
San Francisco, CA 94177  
Attn: Manager, Land Asset Management

Notices herein shall be deemed given two (2) days after the date when it shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

In the event of any emergency situation caused by PG&E's use of the Easement Area, the Electrical Facilities or any Replacement Improvements, PG&E shall also immediately call the Property Management Divisions 24 hour emergency line at (415) 553-1516 or Real Estate Divisions Main number (415) 554-9850 during business hours Monday through Friday 8:00 a.m. to 5:00 p.m.

27. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Electronic signatures shall be acceptable and deemed original.

28. **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

29. **General Provisions.** (a) This Agreement may be amended or modified only by a writing signed by City and PG&E and recorded in the Official Records of San Francisco County. (b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) Except as otherwise provided herein, all approvals and determinations of City requested, required or permitted hereunder may be made in the sole and absolute discretion of the Director of Property or other authorized City official. (d) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement. (f) Time is of the essence. (g) This Agreement shall be governed by California law and the City's Charter. (h) Subject to the prohibition against assignments or other transfers by PG&E hereunder, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

PG&E represents and warrants to City that it has read and understands the contents of this Agreement and agrees to comply with and be bound by all of its provisions.

**PG&E:** PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By: \_\_\_\_\_  
[Mahyar Congirlu]  
[Supervisor, Land Rights Services]

**CITY:** CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
John Updike  
Director of Property

**RECOMMENDED:**

By: \_\_\_\_\_  
Kate Hartley, Acting Director  
Mayor's Office Housing and Community Development

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Keith Nagayama, Deputy City Attorney

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

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Here insert name and title of the officer

personally appeared \_\_\_\_\_  
\_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Easement Area**

EXHIBIT "A"  
PG&E EASEMENT  
POTRERO HOPE #6

The land referred to is situated in the City and County of San Francisco, State of California, and is described as follows:

Being a portion of the leasehold estate of Potrero Housing Associates I, L.P., as described in that certain Ground Lease dated as of December 14, 2016, made by and between the City and County of San Francisco, a municipal corporation, as lessor, and Potrero Housing Associates I, L.P., as lessee, recorded December 20, 2016 as that certain Multifamily Leasehold Deed of Trust, Assignment Of Rents, Security Agreement And Fixture Filing (California) under Document Number 2016-K377677 being further described as follows:

Beginning at a point on the southerly line of 25th Street, distant South 89°59'50" East, 32.12 feet from the intersection of the southerly line of 25th Street and the easterly line of Connecticut Street as shown on that certain map entitled Map Of Potrero Low Rent Housing Project Showing Street Opening filed September 25, 1940 in Book O of Maps at Page 16 in the Office of the Recorder of the City and County of San Francisco; thence along said line of 25th Street, South 89°59'50" East 19.50 feet; thence at a right angle South 00°00'10" West, 3.50 feet; thence at a right angle North 89°59'50" West, 19.50 feet; thence at a right angle North 00°00'10" East, 3.50 feet to the Point of Beginning.

Containing 68.25 Sq. Ft. more or less

Being portion Assessor's Lot 076, Block 4287 (Former Lot 007)

See Exhibit "B" for graphic depiction.

This description prepared by Carlile • Macy.

*Jonathan R. Olin*

Jonathan R. Olin  
PLS 7590



10/16/2017  
Date

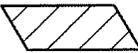
END OF DESCRIPTION

**EXHIBIT B**

**Plat Map of Easement Area**

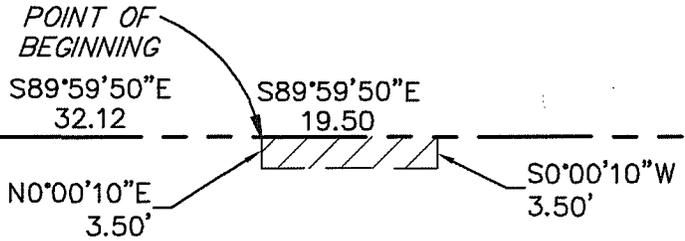
**EXHIBIT 'B'**  
**PG&E EASEMENT**  
**POTRERO HOPE #6**

**L E G E N D**

-  PARCEL BOUNDARY LINE
-  EASEMENT LINE
-  EASEMENT AREA

**25TH STREET**  
 (66' WIDE)

**CONNECTICUT STREET**  
 (80' WIDE)



PG&E EASEMENT  
 68.25 SQ. FT. +/-

POTRERO HOUSING  
 ASSOCIATES 1, L.P.  
 APN 4287-076



BASIS OF BEARINGS:  
 N90°00'00"E BETWEEN FOUND MONUMENTS ON THE  
 MONUMENT LINE OF 20TH STREET BETWEEN CAROLINA AND  
 MISSISSIPPI STREETS, SHOWN ON MONUMENT MAP 310.

APPLICANT: POTRERO HOUSING ASSOCIATES 1, L.P.

SCALE:  
 1"=20'

DATE:  
 10/16/17

SECTION 15	TOWNSHIP 03 SOUTH	RANGE 05 WEST	MERIDIAN M.D.B.&M.	COUNTY OF: SAN FRANCISCO	CITY OF: SAN FRANCISCO
PLAT MAP BOOK 0 OF MAPS, PAGE 16, CCSF				F.B.:	DR. BY: PR
REFERENCES:				CH. BY: JO	
PG&E		DIVISION: SAN FRANCISCO	AUTHORIZATION: 31304088	DRAWING NO.:	

AutoCAD file name: 09013-ESMT-RSHEET-TEMP-F2E-L.dwg [Xref files: 2009013-RNDY, 15-198 WRD, 07-08-17; 09013-HC-PH1 Inrfo; 15-198 TEMP POWER LINEWORK\_08-03-17; 09013-PH1-TOP-0 ]

Attach to LD XXSF-00-4596  
Area 1, San Francisco Division  
Land Service Office: San Francisco  
Line of Business: 43  
Business Doc Type: EASEMENTS  
USGS location: 23.03.05.15.23  
Block 4287  
FERC License Number(s): N/A  
PG&E Drawing Number(s): N/A  
PLAT NO.: Electric C0405  
LD of any affected documents: N/A  
LD of any Cross-referenced documents: N/A  
TYPE OF INTEREST: 3, 43  
SBE Parcel Number: N/A  
(For Quitclaims, % being quitclaimed): N/A  
Order # or PM #: 31304088  
JCN: N/A  
County: San Francisco  
Utility Notice Numbers: N/A  
851 Approval Application No. N/A Decision N/A  
Prepared By: SKW0  
Checked By: *dqt1*  
Approved By: *LMHR* (10/17/17)



# SAN FRANCISCO PLANNING DEPARTMENT

**MEMO**

**DATE:** January 13, 2016

**TO:** John Updike  
Director of Real Estate  
Office of Real Estate  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102

**FROM:** Mat Snyder  
Planner  
(415) 575-6891  
mathew.snyder@sfgov.org

**COPY TO:** Faith Kirkpatrick, Mayor's Office of Housing and Community Development (electronic version only)  
Eugene Flannery, Mayor's Office of Housing and Community Development (electronic version only)  
Dan Adams, Bridge Housing (electronic version only)

**RE:** 1101 Connecticut Street  
General Plan Referral No. 2015-015084GPR  
Planning Commission Motion No. 19531

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

The Planning Department is in receipt of your General Plan Referral Application (Case No. 2015-015084GPR). The application is for the purchase of a property at 1101 Connecticut Street on behalf of Mayor's Office of Housing and Community Development ("MOHCD") for the purpose of constructing affordable housing as the first phase of the Potrero HOPE SF Master Plan Project ("Project"). This property consists of two parcels: the first parcel (Assessor's Block and Lot: 4287/007) is currently owned by the San Francisco Unified School District Planning and second parcel (Assessor's Block and Lot: 4287/007A) is currently owned by the San Francisco Housing Authority. The former is a vacant lot, the latter contains a basketball court.

The Potrero HOPE SF Master Plan Project consists of demolishing all existing 620 units, and vacating portions of the right of way that currently cross the site diagonally and building new streets that would better continue the existing street grid. The Project would transform the four existing super blocks into about 19 new fine-grained blocks, add one major new park along with several smaller parks, plazas and pedestrian ways throughout. The site would feature a new

January 13, 2016

1101 Connecticut Street

Case No. 2015-015084GPR

“Main Street” along a newly established segment of 24<sup>th</sup> Street; this new segment of 24<sup>th</sup> Street would be aligned with commercial and community uses, and parks and open space.

At completion, the Project would include up to 1,700 units, including Housing Authority replacement units (approximately 606 units), and a mix of additional affordable units (approximately 335 units at varying levels of affordability) and market rate units (approximately 661 units). New buildings would provide a consistent street wall with “eyes-on-the-street” active ground floor treatment. A variety of building types including individual townhomes, small apartment buildings and larger corridor apartment buildings would be constructed throughout. Approximately 1,150 parking spaces would be provided for the units largely below grade. Approximately 15,000 gsf of retail, and 30,000 gsf of community-serving uses is also proposed.

On December 10, 2015, the Planning Commission took the following actions regarding the Project:

- Certified the Final Environmental Impact Report (Motion No. 19529)
- Adopted CEQA Finding including a statement of overriding considerations (Motion No. 19530)
- Adopted Findings of Consistency with the General Plan and Planning Code Section 101.1 (Motion No. 19531)

Because the conveyance of the two parcels at 1101 Connecticut Street would further the Project, the Planning Commission’s actions regarding CEQA consistency with the General Plan and Planning Code Section 101.1 are applied here.

**The Project is therefore, on balance, consistent with the General Plan and Planning Code Section 101.1.**

Please feel free to contact me with any question.

**Attachments**

Planning Commission Motion 19531

Attachment A to Planning Commission Motion 19531

E:\Citywide\General Plan\General Plan Referrals\2015\2015-015084GPR - 1101 Connecticut Street - Potrero Hope SF.doc



# SAN FRANCISCO PLANNING DEPARTMENT

## Planning Commission Motion No. 19531

GENERAL PLAN REFERRAL

**HEARING DATE: DECEMBER 10, 2015**

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

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

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

### Preamble

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

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

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

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

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

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

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

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

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

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

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

#### **Project Description**

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

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

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

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

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

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

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

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

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

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

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

Motion No. 19531  
Hearing Date: December 10, 2015

Case No: 2010.0515ETZ / GPR  
Potrero HOPE SF Master Plan Project

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

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

Jonas Ionin  
Commission Secretary

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

NOES:

ABSENT: Hillis



**Attachment A**

**To Planning Commission Motion No. 19531**

**Case No. 2010.0515ETZ / GPR**

**The Potrero Hope SF Master Plan Project General Plan Findings**

**and**

**Planning Code Section 101.1 Findings**

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

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

**SHOWPLACE SQUARE / POTRERO AREA PLAN**

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

**Showplace Square / Potrero Area Plan – Housing**

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

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

*The Potrero Hope SF Master Plan Development meets these objectives and policies in that they provide a truly mixed income community with replacement units for very low income residents including families, additional new affordable units for low income families and seniors, as well as market rate housing.. Policy 2.2.5 specifically names the redevelopment through Potrero HOPE SF as meeting Objective 2.1 signaling the important policy priority of this master development. The housing planned is primarily family housing with a smaller senior housing component envisioned. . As a Hope SF Project, community services will be provided at each affordable housing development, as well as additional community wide facilities including child care. Residential-serving uses, such as neighborhood retail is also planned. Parks and green streets that better connect the residents with nearby open space resources are also integral to the Project. Finally, the neighborhood will be designed to LEED Neighborhood Development standards.*

**Showplace Square / Potrero Area Plan – Built Form**

**OBJECTIVE 3.1**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Showplace Square / Potrero Area Plan – Streets and Open Space**

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

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

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

**Showplace Square / Potrero Area Plan – Community Services and Facilities**

- POLICY 7.1.1            Support the siting of new facilities to meet the needs of a growing community and to provide opportunities for residents of all age levels.
- POLICY 7.1.3            Ensure childcare services are located where they will best serve neighborhood workers and residents.
- OBJECTIVE 7.2        ENSURE CONTINUED SUPPORT FOR HUMAN SERVICE PROVIDERS THROUGHOUT THE EASTERN NEIGHBORHOODS
- POLICY 7.2.1            Promote the continued operation of existing human and health services that serve low-income and immigrant communities in the Eastern Neighborhoods, and prevent their displacement.

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

**HOUSING ELEMENT**

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

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

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

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

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

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

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

**COMMERCE AND INDUSTRY**

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

*The following objectives and policies are relevant to the Project:*

OBJECTIVE 6                    MAINTAIN AND STRENGTHEN VIABLE NEIGHBORHOOD  
COMMERCIAL AREAS EASILY ACCESSIBLE TO CITY RESIDENTS.

POLICY 6.1                    Ensure and encourage the retention and provision of neighborhood-  
serving goods and services in the city's neighborhood commercial  
districts, while recognizing and encouraging diversity among the  
districts.

POLICY 6.2                    Promote economically vital neighborhood commercial districts which  
foster small business enterprises and entrepreneurship and which are  
responsive to economic and technological innovation in the marketplace  
and society

POLICY 6.4                    Encourage the location of neighborhood shopping areas throughout the  
city so that essential retail goods and personal services are accessible to  
all residents.

POLICY 6.7                    Promote high quality urban design on commercial streets.

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

**RECREATION AND OPEN SPACE ELEMENT**

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

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

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

**TRANSPORTATION ELEMENT**

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

*The following objectives and policies are relevant to the Project:*

- OBJECTIVE 1            MEET THE NEEDS OF ALL RESIDENTS AND VISITORS FOR SAFE, CONVENIENT AND INEXPENSIVE TRAVEL WITHIN SAN FRANCISCO AND BETWEEN THE CITY AND OTHER PARTS OF THE REGION WHILE MAINTAINING THE HIGH QUALITY LIVING ENVIRONMENT OF THE BAY AREA.
- POLICY 1.2            Ensure the safety and comfort of pedestrians throughout the city.
- POLICY 1.6            Ensure choices among modes of travel and accommodate each mode when and where it is most appropriate.
- POLICY 2.5            Provide incentives for the use of transit, carpools, vanpools, walking and bicycling and reduce the need for new or expanded automobile and automobile parking facilities.
- OBJECTIVE 18        ESTABLISH A STREET HIERARCHY SYSTEM IN WHICH THE FUNCTION AND DESIGN OF EACH STREET ARE CONSISTENT WITH THE CHARACTER AND USE OF ADJACENT LAND.
- POLICY 18.2         Design streets for a level of traffic that serves, but will not cause a detrimental impact on adjacent land uses, or eliminate the efficient and safe movement of transit vehicles and bicycles.
- POLICY 18.4         Discourage high-speed through traffic on local streets in residential areas through traffic "calming" measures that are designed not to disrupt transit service or bicycle movement, including:
- Sidewalk bulbs and widenings at intersections and street entrances;
  - Lane off-sets and traffic bumps;

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

- POLICY 20.5 Place and maintain all sidewalk elements, including passenger shelters, benches, trees, newsracks, kiosks, toilets, and utilities at appropriate transit stops according to established guidelines.
- OBJECTIVE 23 IMPROVE THE CITY'S PEDESTRIAN CIRCULATION SYSTEM TO PROVIDE FOR EFFICIENT, PLEASANT, AND SAFE MOVEMENT.
- POLICY 23.1 Provide sufficient pedestrian movement space with a minimum of pedestrian congestion in accordance with a pedestrian street classification system.
- POLICY 23.2 Widen sidewalks where intensive commercial, recreational, or institutional activity is present, sidewalks are congested and where residential densities are high.
- POLICY 23.3 Maintain a strong presumption against reducing sidewalk widths, eliminating crosswalks and forcing indirect crossings to accommodate automobile traffic.
- POLICY 23.6 Ensure convenient and safe pedestrian crossings by minimizing the distance pedestrians must walk to cross a street.
- OBJECTIVE 24 IMPROVE THE AMBIENCE OF THE PEDESTRIAN ENVIRONMENT.
- POLICY 24.2 Maintain and expand the planting of street trees and the infrastructure to support them.
- POLICY 24.3 Install pedestrian-serving street furniture where appropriate.
- POLICY 24.5 Where consistent with transportation needs, transform streets and alleys into neighborhood-serving open spaces or "living streets", especially in neighborhoods deficient in open space.
- OBJECTIVE 26 CONSIDER THE SIDEWALK AREA AS AN IMPORTANT ELEMENT IN THE CITYWIDE OPEN SPACE SYSTEM.

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

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

**URBAN DESIGN ELEMENT**

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

The following objectives and policies are relevant to the Project:

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

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

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

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

**ENVIRONMENTAL PROTECTION ELEMENT**

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

*The following objectives and policies are relevant to the Project:*

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

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

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

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

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

**COMMUNITY FACILITIES ELEMENT**

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

The following objectives and policies are relevant to the Project:

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

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

**PUBLIC SAFETY ELEMENT**

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

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

**AIR QUALITY ELEMENT**

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

*The following objectives and policies are relevant to the Project:*

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

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

**General Plan Priority Finding**

(Planning Code Section 101.1 Findings)

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

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

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

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

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

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

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

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

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

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

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

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

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

7. That landmarks and historic buildings be preserved.

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

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

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

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

Print Form

# Introduction Form

By a Member of the Board of Supervisors or Mayor

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BY [Signature] for meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor [ ] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [ ] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. [ ]
- 9. Reactivate File No. [ ]
- 10. Question(s) submitted for Mayoral Appearance before the BOS on [ ]

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.**

Sponsor(s):

Cohen

Subject:

Grant of Easement to Pacific Gas and Electric Company - 68.25 square feet at nothern edge of parcel at 1101 Connecticut

The text is listed:

Attached

Signature of Sponsoring Supervisor: [Signature: Malin Cohen]

For Clerk's Use Only